

1897-009  
Lee Co.

Chancery Causes.

Charles E. Baylor vs. L. D. Fulkerson &c  
George W. Gibson vs. L. D. Fulkerson &c

Folder 1 of 2

Richmond, Edmonson, Daugherty, Louisville & Nashville Railroad Co.,  
Pennington, Pridemore, Logsdon

CH. Contract Dispute

T-Property  
Transportation

- Deed

- Correspondence



To the Hon, H. K. Morison Judge of the Circuit  
Court of Lee County Virginia:

Humbly Complaining your Orator Charles E. Bayler,  
a citizen of said county would respectfully represent, that one  
Andrew Edmonson as Guardian for the children of Henry W. Edmonson  
lately exhibited in this Honorable court his bill in the chancery  
side thereof against one L. D. Fulkerson as Curator of the estate  
of Charles Daugherty deceased, and others, the object of which was  
to obtain a settlement of said Fulkersons account as curator of  
said Daughertys estate, and to compel payment by him of the  
money due the several parties interested in the said estate,  
and especially to compel him to pay said Edmonson the money  
due his said wards from the estate of said Daugherty.

Your Orator states that he became interested in the subject  
matter of the estate of said Charles Daugherty died by numerous  
purchases he had made therein of the children heirs of Elias  
Harber dead, who are the heirs at law of said Charles Daugherty dead.

Your Orator states that the said suit of Edmonson Guardian  
against said Fulkerson Curator & others came on to be heard in  
this Honorable court, on the 3rd day of September 1887 when  
among numerous other recoveries thereby decreed against said  
Fulkerson as such Curator, Your Orator recovered against him  
as such curator an account of his said purchases the sum of  
\$1979.91 with legal interest thereon from the 20th day of Augt 1886,  
till paid, and an attested copy of the said Decree is herewith filed  
as part of this bill marked (A & B) & is prayed to be so considered.

Your Orator states that each and every part of said sum of money  
so decreed him against Fulkerson is now due and owing to him  
from said Fulkerson as such Curator, no part thereof ever having  
been paid him by said Fulkerson or any one else, and that  
same is due him in right of his said purchase from the said  
Harber heirs, and the same is his distributive share of the fund  
in said Fulkersons hands as curator of said Daughertys estate, which



1 was embraced by the Court who stated said Fulkersons Executor  
2 account in said chancery cause, And again Orator states  
3 that other sums will hereafter become due him from the  
4 same source, when other and further settlements of the matter  
5 of said Daugherty estate shall be made.

6 The sum thus decreed your Orator against Fulkerson is  
7 for money collected by the latter belonging to said Daugherty's estate  
8 and due the disclaimers and their assigns of whom your Orator  
9 is one, and should have been paid over as fast as collected,  
10 but this said Fulkerson failed to do, but on the contrary he said  
11 said money for his own individual purposes and has thereby  
12 committed a waste of the said estate, & for which his own estate  
13 has become liable.

14 Your Orator states that the said sum due him, cannot be  
15 made by execution against said Fulkerson, because he does not  
16 own personal property liable to be taken in execution <sup>sufficient</sup> to pay the  
17 same. Your Orator states that by deed dated July 6 1875 a copy

18 of which is herewith filed marked (AB) one R. M. Bales conveyed  
19 to said L. D. Fulkerson some 3 or 4 acres of land lying and being in  
20 said county of Lee on the South side of Indian Creek and North  
21 side of the main road about 21 miles West of Jonesville and on  
22 this lot of land is erected the dwelling House of said L. D. Fulkerson  
23 and other out houses and Barn states &c. and altogether quite  
24 valuable. Your Orator further states that said Fulkerson

25 & H. B. J. Richmond recently purchased of Wm. F. and Geo. Gibson  
26 a tract of land supposed to contain about <sup>or perhaps 200</sup> 150 acres, lying between  
27 said Richards farm and the lot before referred to the title  
28 to which is still in said Gibsons and by the terms of said  
29 purchase said Fulkerson was to have one half of said land  
30 & that half which lies next to him, and said Richmond the other  
31 half lying adjoining his home farm. And at a subsequent  
32 time said Fulkerson purchased from said Richmond one half  
33 of Richards said half lying by the side of his first half, so that



1 said Fulkerson is now the owner of three fourths of the tract of  
2 land so purchased from said Gibsons, containing by estimation \$400 or \$500 -

3 Your Orator is informed however that said Fulkerson still  
4 owes either to said Richmond or Gibsons or both from \$500. to \$1200 -  
5 of the purchase <sup>price</sup> the precise amount of which he cannot state, and  
6 subject to this purchase Money Lien, Your Orators said decree  
7 operates as a lien thereon.

8 Your Orator further states that said Fulkerson is the owner  
9 of a third small tract of land lying near or at Chadwells Station  
10 about 4 or 5 miles west of the former described land, the exact  
11 quantity of which he cannot state but the same at one time  
12 constituted a part of the Old Alexander Chadwell farm and  
13 was conveyed to said Fulkerson by David Chadwell.

14 Your Orator now states that his said decree of \$1979.91 with interest  
15 as aforesaid together with the other recoveries then rendered against  
16 Fulkerson so far as not paid by him operate as binding and  
17 subsisting liens on the said real estate before referred to. and that  
18 it is the province of a court of equity to enforce the lien thereof  
19 by decreeing a sale of the real estate subject thereto and the  
20 interposition of a court of equity is now invoked by your Orator  
21 to attain that end.

22 The premises considered your Orator prays that said L.D.  
23 Fulkerson, H. B. J. Richmond, Wm. F. & George Gibson be made  
24 defendants to this bill, and be required to answer the same fully  
25 on oath, and upon a hearing thereof a decree be rendered  
26 in your Orators favor against said Fulkerson enforcing the lien  
27 of said decree for \$1979.91 with interest and the costs of this suit by  
28 decreeing so much of said real estate to be sold as will be  
29 sufficient for the purpose, and if in anywise mistaken in this  
30 his Special prayer then your Orator prays for all general relief  
31 May the Commonwealths writ of Habeas Corpus directed to.

32 Henry J. Morgan for Piff  
33







To the Hon. H. S. K. Morison Judge of  
the Circuit Court for Lee County, Va.

Humbly Complaining your orator  
George W. Gibson would respectfully  
represent unto your honor that he  
and one W. F. Gibson were the joint  
owners of a certain tract of land  
lying and being in Lee County,  
Virginia, near where Ewing depot  
is now located on the Louisville  
and Nashville Railroad; that some  
years ago they sold said land to  
H. C. T. Richmond and L. D. Fulkerson  
for the sum of \$5000; that your  
orator is informed that said  
<sup>and Fulkerson</sup> Richmond have long since paid  
said W. F. Gibson for his share  
in said land; that on the 1<sup>st</sup> day  
of Oct., 1887, there was due your  
orator on his part in said land  
the sum of \$1879  $\frac{52}{100}$ , which sum is  
evidenced by the bond of said  
parties; that on said bond said  
Richmond on Oct. 2<sup>nd</sup>, 1888, paid your  
orator \$996  $\frac{15}{100}$ , and said Fulkerson  
on Oct. 1, 1889, paid thereon the sum  
of \$112  $\frac{76}{100}$ , which bond is filed here-  
with, <sup>and marked R. & F.</sup> and prayed to be considered.  
The residue of said bond and pur-



chase price of said land is still due and owing your orator.

Your orator will further show unto your honor that said W. F. Gibson has made said parties a deed to his interest in said land. But your orator says that he has never made said parties or either of them a deed to his interest in said land; that by so doing he is informed and advised that he has a common-law vendor's lien on ~~the~~ interest in said land which he sold to said parties until he is fully paid for the same.

Your orator will again show unto your honor that he put said parties in the possession of his said interest in said land; that they are now in the possession of the same under and by virtue of the sale made as aforesaid, and that he has made a deed to his said interest in said land to said parties which deed he here files as an escrow to be delivered to said parties when said balance of the purchase money due there on is fully paid. Said escrow deed is marked "E" and prayed to be considered.



The premises considered your  
orator is informed and advised that he  
has a vendors lien on said interest in said  
land, capable however of only being enforced  
in a court of equity; therefore the prayer of  
your orator is that said H. C. J. Richmond and  
L. S. Fullerton be made parties defendants  
to this bill of Complaint; that they each be re-  
quired to completely and fully answer the  
same on oath; that on a hearing of  
this his cause of Complaint, judgment be  
given your orator against said defend-  
ants for the amt. of said bond, subject to  
the said credits endorsed thereon and the  
costs of this suit; and that if the same  
be not paid in a reasonable time a decree  
be entered herein appointing a com- <sup>sell</sup> to said  
interest in said land, or so much thereof  
as may be necessary to pay your orator the  
balance of the money due him thereon &  
the costs of this suit. And <sup>may</sup> all other  
& further relief be granted as the nature of  
this cause may require. As said H. C. J. Gibson  
has been fully paid for his interest in said  
land and made a deed to the same your or-  
ator deems it necessary to make him a  
party to this suit. May process issue  
to & the well cov. pray &c.

Birmingham & Gains,  
12, 5.



P. & G.

H.C \$12.95 to July 93 George H. Gibson  
C.C 2.10  
S 2.00  
A 15.00  
M.C. 1.84  
\$33.89  
Estimate

vs } Beecher Chan.

H. C. F. Richmond & Co  
Bonds "R. & F." enclosed  
Married Deed Enclosed  
1892 pt March Rules Bill  
Filed Sp. Ex. Ct. 2d  
3 March Rules Court  
2 April " "  
1 May " "  
1 May Rules of Court  
Cause set for hearing  
on Bill  
Rules taken on and Bill  
1893 Court this year



1879 52

One day after date we promise  
to pay George W. Gibson Eighteen  
And Seventy Nine Dollars and  
Fifty Two cents - for value recd -  
for balance due on land bought  
by us from said George W & William  
Gibson - we owe this money  
equally - And we hereby waive  
the benefit of our homestead  
and personal property exemption  
as to this debt. Witness our hands  
Seals - October 1<sup>st</sup> 1887

of L. D. Fulkerson

L. D. Fulkerson

(Seal)

(Seal)



On the within note  
By Cash Nine hundred  
& Ninety Six dollars  
& Fifteen Cents - This  
amount above paid this  
day by H C J Richmond  
Oct 2<sup>nd</sup> 1888.

Oct 1<sup>th</sup> 1889  
On Br Cash of L. D. Muller  
one hundred & Twelve dollars  
and Seventy Six Cents - \$112.76

112.76



To the Hon W. J. Miller Judge  
of the Circuit Court of Lee  
County Virginia:

Your orator Charles D.  
Baylor, who humbly com-  
plaining would respectfully  
~~by way of amendment~~ ~~supplemental bill~~  
represent, that heretofore  
to wit on the 3<sup>d</sup> day of Sept.  
1887 he obtained a decretal  
order against L. D. Fulkerson  
now deceased, a judgement  
by way of a decretal order,  
for the sum of \$1979.91. This de-  
cree was rendered in this  
Hon. Court against said Ful-  
kerson as Curator of the es-  
tate of the late Charles Daugh-  
erty now deceased, in which  
said office your orator was  
the said Fulkersons security  
and as such liable for two  
or three other small judge-  
ments fully shown and to  
whom due by certain pa-  
pers hereinafter referred to,  
and set out, all of which  
were rendered at the times  
above mentioned, as was your orator.



And on the 9<sup>th</sup> day of September  
1887, these several judgments were  
entered upon the judgment lien  
docket in the County Court of  
of Lee County, and properly in-  
dexed in the name of said  
Fulkerson. Copies of ~~which~~  
will also be found in due  
time filed herewith, along with said Cause.  
And then upon the day of  
Nov. 1888, your orator filed his  
original Bill in this Hon.  
Court to enforce said decree  
against the lands of the said  
Fulkerson, in which your  
orator alleged, then and alleges  
now, as he is advised was  
and is a lien upon all the  
lands then owned by said  
Fulkerson in said County of  
Lee, and such proceedings  
were had as appears by the  
papers of said Cause, and  
The Cause of George W. Gibson  
against said Fulkerson et al  
Consolidated with your orator's  
Cause and still pending there with



And in which ~~that~~ your orator  
offers this amendment, and  
begs that said Cause, the re-  
ports, decrees or proceedings be  
considered herewith as part  
hereof.

By which it will be seen  
all of the lands owned by the  
said Fulkerson at the time of  
his death have been sold and  
that they brought the gross price  
of \$4100.00, out of this sum  
there had to be and was  
paid as costs and commis-  
sions the sum of \$237.00, and  
then the Gibson debt off,  
which was and is a prior lien  
on what is known as the Gib-  
son tract had first to be paid  
or will have to be. After this  
deduction, there will then only  
remain the sum of ~~\$2860.00~~ <sup>\$2863.00</sup>  
to go upon your orator's said  
judgment and liabilities under  
said former decrees, and leave  
unpaid on his said judgment  
and liabilities the sum of <sup>or more</sup> \$2000.00  
and interest thereon as shown by  
said papers.



\*Copies of both of which are  
Company this Bill and are  
prayed to be considered hereinafter

Your orator will now state that after the rendition of said decretal judgement first above mentioned, and the docketing and indexing the same to wit, on the 30<sup>th</sup> day of ~~June~~ <sup>April</sup> 1888, ~~and also for matters of this by deed dated June 30<sup>th</sup> 1888~~, the said Mulherson, conveyed a part of the land, he then owned to the Louisville and Nashville Rail Road Company, and the same is fully and properly described in the deed thus made, a copy of which is herewith filed marked A, and is prayed to be considered as part hereof. Your orator is advised and so charges that his said judgement is a lien upon this piece of land also, and was a lien at the time of its sale and conveyance to said Rail Road Company. He alleges that said Company took and still holds the possession and is in the use or enjoyment of the same.

Said Company was not made a party to said original Bill because it was hoped and believed that the residue would pay at least your orator's claim.



The said Company has built a depot water tank and constructed its main track and many side tracks, <sup>said land on</sup> on all which your orator is advised said judgment is a lien, as they did so with full knowledge of said judgment, - There are some other small lots near said depot but who claims the same or whether they passed by the sale reported in this Cause your orator is not informed; as to them he asks that a Comr. be appointed to ascertain and report, whether or not they were embraced in the terms of said sale, whether or not they have been conveyed if so when to whom and whether or not your orator's judgment is a lien thereupon.

The object of this amended bill is to have the unpaid residue of said judgment enforced against the lands in deed of L. D. Fulkerson to the Louisville and Nashville Rail Road Company enforced



and so much thereof sold  
as may be necessary to pay  
the same, the rent and profit,  
your orator alleges are not  
sufficient to pay the same  
in five years, and there  
are no other liens upon  
said land known to your  
orator.

The said land so embraced  
in said deed to said Rail  
Road Company, is not  
claimed by any one else  
nor has any one else any  
interest therein so far as  
your orator is informed.

The premises considered  
your orator prays that the  
Louisville and Nashville  
Rail Road Company be  
made a party defendant  
to this bill and answer the  
same, but it need not do  
so upon oath that being  
waived and on a hearing  
a decree be rendered  
enforcing said former de-  
cree.



and lien upon said land  
and that a decree be ren-  
dered making sale of so  
much of land in said  
tract described as may  
be necessary to pay the  
same and attendant costs.

But if mistaken in this  
his special prayer for re-  
lief, then that all such  
other further and general  
relief be granted your  
orator as his case merits  
or he may in any way  
be entitled. And as in duty  
bound your orator will  
ever pray &c. May I suppose  
much &c.

Prudent S. S. S. S.



L.P.A.

M. E. Baylor

v. } Amended

Bill in Chy

L. & A. R.R. Co.

S



To the Hon. H. S. K. Morrison,  
Judge of the Circuit Court for La. Co.

The amended and supplemental bill of your Complainant, George W. Gibson, respectfully sheweth unto your Honor that he heretofore exhibited in this Court his original bill of Complaint against H. C. H. Richmond and L. D. Fulkerson; that at the June Term 1892 of your Honors Court the said defendants filed in said original bill, their joint answer, and therein alleged matters & things which were up to that time unknown to your Complainant and therein pointed out a mistake in his exhibit "A"; that at said Term of your Honors Court to wit an order was entered in said cause requiring your Complainant to amend and file at rules his amended bill, in so far as said original bill is consistent with this amended & supplemental bill  
your Complainant adopts and <sup>that the same</sup> prays to be considered herewith, as fully as if here repeated at length.  
your Complainant will further



represent and aver that said original bill was duly matured for the June term 1892 of your honors court; that as to exhibit "A" filled with said original bill, that at the time of its execution and up to the filing of said answer he was under the impression and believed that it covered his undivided interest in the Susong as well as the Cotton track of land, that it was ~~not~~ only a mistake in the preparation of said deed that the Susong track was left out, as clearly will appear from an inspection of said exhibit.

As to the deed of W. F. Gibson <sup>at the time he filed his original bill</sup> your complaint states that he did not know, nor could have known that there was an defect in the Certificate of acknowledgment of Mary J. Gibson, wife of W. F. Gibson, because the same from the time it was executed up to a few days ago, to wit, since the said June term of your honors court, was in the possession of said Deft. But your complaint will state that



said Defto. since the said June Term  
of your honour Court has turned  
over <sup>to him.</sup> said deed of Mr. H. Gibson wife  
which deed has been reacknowledged  
by said Mary J. Gibson and also  
properly signed and acknowledged  
by your Complt. and his wife Mary  
R. Gibson, which deed is here filed  
for consideration, as to your Complt.  
as an ~~assess~~ deed to be delivered  
to said Deftd on the payment of the  
residue of the purchase money  
due him on his interest in the  
land mentioned in said deed.

Your Complt. will farther assert  
and allege that said deed of H. F.  
Gibson & wife was turned over  
to your Complt. so that it could  
be ~~assigned~~ assigned by your Complt. wife  
jointly with H. F. Gibson wife and  
is the deed prepared by Defto  
Themselves and is unobjectionable  
to them in any way.

The matters & things set out  
in this amended & supplemental  
bill considered in connection  
with all the facts consistent in  
said original bill & proceedings therein  
your Complt. is advised as



he was in said original bill  
That he <sup>the first and only time, to wit:</sup> has a vendor lien on  
his said interest in said land  
to the extent of the money still  
due him thereon as aforesaid; &  
That only a Court of equity  
can give him proper relief,  
His prayer therefore is as was  
in his original bill, That H.C.  
J. Richmond & L. S. Fullerton be made  
parties defendants to this amended  
bill, and that they be required  
to answer the same, but they  
need not do so on oath; that  
on a hearing of this his cause  
of complaint. Judgment be given  
your Complaint against said defts.  
for the amount of said bond  
subject to the credits endorsed  
thereon; and that if the same be  
not paid in a reasonable time  
a decree be entered herein direct-  
ing a sale of said interest in  
said land or enough thereof to  
satisfy your Complaint said debt  
and the costs of this Suit, And  
that your Complaint may have  
full and general relief, such as  
the nature of his cause may



require. And he will ever pray  
to. May process issue to

Fremington & Gains.

To. G.



George W. Gibson

vs. Amended &  
Supplemental  
Bill

Fulkerson & Richmond

1892 1st Octo Rules

Spa Exd & D. Nisi

" 2 Octo, Rules D.

Nisi Confd & Cause  
set for hearing by  
Plaintiff



To the Hon W. T. Miller, Judge of the  
Circuit Court of Lee County, Virginia

The amended & supplemental Bill  
of C. E. Baylor to amended Bill  
filed by him against the  
Louisville & Nashville Railroad Com-  
pany.

Your Orator, who humbly complain-  
ing would respectfully represent,  
that in obedience to a decree  
rendered in the above styled cause  
states that the defendant Company  
in its answer alleges, that John  
W. Logsdon purchased the land  
in the amended Bill mentioned  
not for the said defendant Com-  
pany, but for one Hattie A.  
Fulkerson. Of this fact your  
Orator was ignorant at the  
time of filing his said Amended  
Bill. He does not now admit  
it nor is he prepared to deny  
it.

And he is advised that if such  
is the fact that it in no wise  
changes the attitude of his case,  
he therefore by way of amendment  
repeats & reiterates his <sup>(said)</sup> amended  
Bill & calls upon the said Hattie  
A. Fulkerson to answer the same,  
to which end he prays that she  
be made a party defendant hereto  
And for all other further & general relief  
may suppose &c. Prudence L. Swell



C. E. Baylon  
Amendment to  
H. 3. Amended Bill  
L & N R.R. Co et al

(2)

x



To the Honorable W.T. Miller, Judge of the Circuit Court  
for Lee County, Virginia:

George W. Gibson, Plaintiff.

vs.

H.C.T. Richmond et al. Defendant.

and.

In Chancery.

C.E. Baylor Plaintiff

vs.

L.D. Fulkerson & others. Defendants.

Your petitioner, the Louisville and Nashville Railroad ~~Co~~  
Company, a corporation doing business under the laws of Vir-  
ginia, will respectfully show to your honor, that pursuant to  
decrees rendered in the above styled causes, certain lands in  
bill and proceedings mentioned, were on the 13th day of Octo-  
ber 1894 sold, and at said sale C.E. Baylor became the purchas-  
er thereof at the price of \$3650.00.

Your petitioner will now show your honor that it is inter-  
ested in the lands thus sold; that it had heretofore purchased  
from the said L.D. Fulkerson a strip of land out of said Gibson  
tract 600 feet long and 270 feet broad for right of way yard  
and depot purposes. This strip contains 3.72 acres; It also  
obtained from the said Fulkerson at the same time the right to  
draw water for its tank from a large spring upon the 4 acre  
lot, together with the right to lay a line of pipes from said  
spring to said tank. These right are evidenced by the deed  
of L.D. Fulkerson which deed were made after ~~xxxxxx~~ various li-  
ens had attached to said land.

Your petitioner will further show your honor that upon  
this 3.72 acre tract of x land, it has erected at great ex-  
pense the entire length of said strip its main track, two side  
tracks, its depot, and a large water tank; that it has laid  
its line of pipes at considerable expense from said spring to  
said tank.

In consideration of the premises petitioner asks to be  
made a party to said suit, and that it be allowed to come in,



and upset said bid, at which said C.E.Baylor purchased said land, and have a new ~~x~~ sale thereof, so that it may protect its interest in the premises. Said petitioner asks that the sale made by E.W.Pennington to C.E.Baylor on the 15th day of October 1894 for both parcels of the land so sold be set aside and in the event it is so set aside, said petitioner agrees and binds itself to cause said land at a resale thereof to bring the sum of \$4100.00, and as evidence of its good faith it files herewith a bond signed by its corporate name, with L. J. Hyatt, C. J. Duncan and  
H. C. Joslyn as securities, binding itself to cause said land at a resale thereof to bring the price of \$4100.00 as aforesaid.

The prayer therefore of your petitioner is that said sale be set aside and a resale of said lands ordered. And as in duty bound &c.

Louisville & Nashville Railroad Co.  
By Counsel.

Duncan & Hyatt  
Attys for Petitioner



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Geo H. Gibson

<sup>vs</sup>  
H. C. L. Richards et als.  
and <sup>Ex</sup> Chancery  
Chas. E. Baylon

<sup>vs.</sup>  
L. D. Fulkerson et als.

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Petition of L & N. R. R. Co.

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Duncan & Hyatt, p. d.

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To the Honorable W.F. Miller, Judge of the Circuit Court of  
Lee County:

The Demurrer and answer of the Louisville and  
Nashville Railroad Co. to an Amended bill filed against it in  
this Honorable Court, by C.E. Baylor.

Respondent says that it is advised that complainants bill is  
not sufficient in law, to call upon it to answer in this honor-  
able Court, but that there is good cause of demurrer thereto,  
and it demurs accordingly, and not waiving said demurrer, but  
relying and insisting thereon, should other and further answer  
be required of it, answering it says; that it supposes it to  
be true, that the said Complainant did on the 3rd day of Septem-  
ber 1887, obtain by decree, a judgement against one L.D. Fulkerson  
for the sum of \$1979.91, but of this it has no personal or pe-  
culiar knowledge and calls for full proof of the same.

Respondent likewise supposes that said judgement was rendered  
against the said Fulkerson, in his representative capacity, as the  
Curator of the estate of Charles Daugherty deceased, and that it  
is likewise true that said complainant was the surety of the  
said Fulkerson, in his official bond, as such Curator, and as such  
liable for the judgements so rendered against him and the said  
Fulkerson, but of this it likewise has no personal knowledge and  
calls for full proof thereof, Respondent does not know, and it  
has no means of knowing to what judgements complainants refers,  
as those for which he is bound, and he asks for proof of the same  
Respondent supposes it is also true that the judgements afore-  
said were docketed in the judgement lien docket in the Clerk's  
Office of the County Court of Lee County, at the time mentioned  
in said amended bill, but this is not a matter within its pecul-  
iar knowledge and it therefore demands proof of the same.

Respondent is informed, and admits it to be true, that the said  
Complainant filed his original bill, at the time stated in said  
amended bill, in this Honorable Court, the object of which was to  
~~enforce~~  
the lien of his judgement against the lands of the said L.D. Ful-  
kerson, situated in this County.

It is further true that various proceedings were had in said  
~~cause up to the~~



cause up to the 1st March rules 1893, when George W. Gibson, who claimed a vendors lien upon one of the tracts of land owned by the said L.D. Fulkerson, filed his bill the object of which was to enforce said lien, and thereafter said two causes were brought on to be heard together. Thereafter the causes progressed, until the 15th day of June 1894, as shown by the papers of said causes, when a decree was entered directing a sale of the said Fulkerson's lands, for the purpose of satisfying said lien, and a commissioner was appointed to execute said decree. By the terms of this decree said Commissioner was directed to sell the lands mentioned in said two causes, "that is the said Fulkerson's house and lot and that part of the Gibson tract which he <sup>was then</sup> ~~is now~~ in possession of." The lands mentioned in said two causes are two tracts or parcels of land, the first of which is described to be a tract containing some three or four acres, on the south side of Indian creek, some 21 miles west of Jonesville, and conveyed to the said Fulkerson by R.M. Bales, by deed dated the 6th day of July 1875.

The other of said tracts is described and averred to be three fourths of a tract of land containing from 150 to 300 acres sold by George W. and William F. Gibson to H.C.T. Richmond and the said Fulkerson, and by the deed made by the said Gibsons to the said Richmond and Fulkerson, which is filed in said causes as an exhibit, it is shown that the land thus sold and conveyed, of which the said Fulkerson owned  $\frac{3}{4}$ ths, is composed of four tracts or parcels the first containing 80 acres, the second 54 acres, the third 13 acres and the fourth \_\_\_\_\_ acres.

The said Commissioner acting under and pursuant to this decree, as is shown by his report, filed in the Clerk's Office of the Circuit Court of Lee County, in said causes, on the 23rd day of October 1894, proceeded to sell the lands therein directed to be sold, by first offering the same in parcels, first the Gibson tract for which the said Gibson bid the sum of \$1500.00, and then the house and lot, for which Mrs. Hattie A. Fulkerson, the defendant's wife, bid the sum of \$1300.00. "Then your commissioner offered both the house and lot and the Gibson tract together and after a good deal of bidding, and after crying the sale for a long time



Charles E. Baylor bid the sum of \$3650.00 for the house and lot and the Gibson tract, which bid was the highest and best received and consequently the same was knocked off to the said Baylor."

Your Respondent will now show your Honor, that after all these proceedings had been had, to wit, at the November term of your Honors Court 1894, it filed its petition allegeing an interest in the land thus sold, by reason of having purchased from said L.D. Fulkerson 3.73 acres of the Gibson tract thus sold by said Commissioner, and further asking to be allowed to upset said bid, and agreeing if bidding on said land was reopened that it would cause said land to bring at a resale the sum of \$4100.00, this was done by Respondent for the purpose of protecting itself in its rights under the conveyances theretofore made to it by the said L.D. Fulkerson, and with the full understanding and belief, that said Commissioner had, as he reported, sold the entire Gibson tract. But before putting in said upset bid or in any way interfering with said sale, respondent by its Attorney, in Lee County Va C.T. Duncan, addressed a courteous letter to the Complainant in said amended bill, proposing to purchase from him in the event the sale made by said Commissioner to him was confirmed the 3.73 acres conveyed to it by the said Fulkerson together with the water privileges mentioned in said deed, to this the said Baylor responded, by letter, referring Respondent's said Attorney to A.L. Pridemore whom he said had full authority to act for him, but nowhere in said letter did the said Baylor disclaim or in any way deny the fact that all of said Gibson tract had been sold by said Commissioner, or that if said sale was confirmed that he would not be the owner thereof, All of which will more fully appear by a copy of the letter of Respondent's attorney to said Baylor and his reply thereto which are here <sup>Monied to J.D.</sup>filed and asked to be considered as part of this answer. After receiving said letter as respondent is informed, its attorney went to the said Pridemore and attempted to negotiate said purchase from him in the event said sale was confirmed to the said Baylor, but the price he named being more than said Attorney thought he ought to pay, nothing was accomplished and afterwards said upset bid was put in as a-



aforesaid. Said upset bid would not have been put in but for the fact that respondent understood the whole of the Gibson tract was sold by said Commissioner. And as respondent is informed, in the interview between its said attorney and the said Pridemore, the Agent and Attorney of the said Baylor, no intimation whatever was given to respondent's said attorney that the said entire ~~tract~~ tract had not been sold or that the said Baylor did not claim the same, but on the other hand it was clearly held out by said Baylor both in his letter, and in the naming of a price, by his agent and Attorney the said Pridemore, that he Baylor claimed to be the owner of it if said sale was confirmed. After the putting in of said upset bid as aforesaid, to wit, on the 17th day of November 1894, another decree was entered in said causes, setting aside the sale theretofore made to said Baylor of said lands, and directing said Commissioner Pennington, on some Court day, at the front door of the court house, to again offer said lands for sale or enough thereof to pay the said indebtedness mentioned and set out in the decree entered in this cause at the June term 1894.

On the 30th day of January 1895, Commissioner Pennington, again offered said lands for sale, after advertising the same for more than 30 days, as he states in his report, and at this sale one John W. Logsdon became the purchaser, at the price of \$4100.00, the said Logsdon in this purchase, while he was representing this respondent to the extent of seeing that said tract of land brought the amount of the upset bid theretofore put in by this respondent, really purchased said land for Mrs. Hattie A. Fulkerson to the extent of that part of it not covered by the deeds of L.D. Fulkerson, Hattie A. Fulkerson, <sup>to this respondent,</sup> his wife, and R.M. Bales, this by the agreement between said Logsdon, Mrs. Fulkerson and your respondent, was purchased for it. Your respondent has not yet been able to get hold of one of the advertisements posted by the said commissioner but will endeavor to do so, but it has been informed that the said advertisements described said land as the 4 acre lot on which stood the dwelling house and that part of said Gibson tract mentioned in the deeds of the said Gibsons, conveyed to the said Fulkerson and *Richardson*



This sale to the said J.W.Logsdon was duly reported by said Commissioner to your Honor's court, by report filed on the 18th day of February 1895. In this report said Commissioner says that he sold the lands mentioned in said two causes, nowhere making any exceptions or excluding any part of said two tracts or either of them. Your respondent understood, and it is informed that the said J.W Logsdon understood that all of said two tracts of land was being sold. Otherwise as it is informed the said Logsdon would have refused to have become the purchaser at the price bid by him. In selling the whole of said Gibson tract, your respondent is advised that said Commissioner Pennington only performed his full and entire duty, as there is not one word in the pleadings or evidence in said two causes or either of them to show that the said L.D.Fulkerson was not in the possession of all and every part of the said Gibson tract of land as well as said four acre tract. And while the decree in the cause rendered on the 15th day of June 1894,directs said Commissioner to sell the house and lot and that part of the Gibson tract which said Fulkerson was in possession of,this in fact and in law was a direction,as respondent is advised,to said Commissioner to sell the whole of said tract,there being no evidence or pleading in said cause to show that he was not in the actual possession of said entire tract. And this is the way in which the said Complainant seems to have understood it,when being applied to,to know what he would charge respondent for the amount covered by its deeds from Fulkerson,if the sale to him was confirmed,he did not deny claim to it,but referred respondents attorney to his counsel for price &c.

The report of Comr.Pennington filed October 23nd 1894, shows that he sold the entire Gibson tract; the decree rendered at the November term required said commissioner to sell the lands theretofore sold by him, When we look to the advertisement under which said first sale was made we find that it was three fourths of the Gibson tract of land as shown by the deed of W.F. and George W.Gibson and their wives dated February 1st



## Commissioner's Sale of Land.

By virtue of a decree entered on the 15th day of June, 1894, in the chancery causes of Geo. W. Gibson vs. L. D. Fulkerson and H. C. T. Richmond and C. E. Baylor vs. said Fulkerson, which two causes have been consolidated, the undersigned as special commissioner appointed for the purpose by the said decree, will offer for sale certain real estate of the said Fulkerson's hereafter described, at 12 o'clock noon on Monday, the 17th, day of September, 1894, in front of the court house for Lee county, Va.

The said land consists as follows: First. The house and lot on which the said Fulkerson now lives, and is said to contain some four acres. Second. Some three-fourths of the land conveyed to said Fulkerson and Richmond by W. F. Gibson and wife and said Geo. W. Gibson and wife by deed dated Feb. 1st, 1893, and filed in the said cause of said Gibson vs. said Fulkerson and said Richmond. This and the said four acre tract adjoins each other. Or enough of the said land will be sold to satisfy the indebtedness of the said Fulkerson reported in the said causes and cost of suits.

TERMS OF SALE:—Said sale will be made for cash in hand, a sum sufficient to pay the costs of said two suits and the commissions of sale, and the remainder in three equal installments, payable in one, two and three years. For the deferred payments, the purchaser will be required to execute bonds with good personal security, with waiver of the homestead, and payable to said commissioner. Also the title to the said land will be retained until all the purchase money is fully paid.

This land will make a good home and farm for the buyer. There is not much better farming land in the county.

This the 15th day of August, 1894.

E. W. PENNINGTON,  
Special Commissioner.



1893, which is more fully shown by printed clipping from the Southwest Virginian of the advertisement of said sale, here filed as a part hereof marked "E". Said commissioner's report shows that he sold said entire tract, making no exceptions thereon. See the report filed Oct. 22nd 1894.

The net proceeds of said sale, confirmed by the court, is \$3865.00. The Gibson debt at the date of said sale amounted to \$\_\_\_\_\_, leaving a balance to be applied to the complainant's judgment, and the other judgments standing on an equality therewith as to priority, of \$\_\_\_\_\_. Respondent is unable to tell exactly the amount of deficit between said net purchase price and the amount of said debts, but it denies that the same amounts to \$2000.00.

Respondent admits that its depot water tank and main and side tracks to the distance or for the length of six hundred feet are built upon the strips of land conveyed to it by the said L.D. Fulkerson and wife and R.M. Bales out of the Gibson tract. These improvements and buildings were built in good faith and at large expense under a deed from the apparent owner of said lands with the full knowledge upon the part of said complainant that they were being so built. And respondent is advised that if it is mistaken in the fact that all of said land was purchased by the said J.W. Logsdon at said judicial sale, and that the said strips of land conveyed to it by the said Fulkerson and others as aforesaid are liable to the lien of the complainant's judgment, then that the said judgment only attached to the land as it existed at the time of the conveyance to it, and not to the improvements put upon it by this respondent, and it is advised that this court may ascertain the same and if the same has not already been purchased for it by the said Logsdon, it is willing to pay the fair value of said land as it received it by conveyance from said Fulkerson and others. This it is advised is all that the complainant can, in fairness, ask, even if he could ask this much. No injury has been done him in any event, because the residue of said land outside of the strips of



land conveyed to it by said Fulkerson and others has by the improvements erected by this respondent been enhanced in value much more than the value of said  $3 \frac{72}{100}$  acres.

And now having fully answered, respondent prays to be hence dismissed &c.

Louisville & Nashville R. R. Co.,  
By *M. W. Smith*  
Pres -

Attest:

*J. H. Beebe*

Dechy.

Duncan & Hyatt, p.d.



L & N. R. R. Co  
ads My Aus.  
L. E. Baylor.

Amended Bill

Filed in open Court  
and by leave thereof  
Nov 9th. 1895.  
A. B. Munnay Clerk

(4)

X



To The Hon. H. S. K. Morrison Judge  
of The Circuit Court of Lee Co Va  
The Joint Answer and Demurrer  
of H. C. T. Richmond and L. D. Fulkerson  
To a bill filed in this Hon Court  
against them by George W. Gibson.

Respondents say the plffs bill  
is not good and sufficient in  
law and of this they pray judg-  
ment of the Court, &c &c.

But if any other or furth  
answer be deemed necessary  
answering they say, it is true  
they executed the bond sued on, and  
the Orelits thereon are, are proper &  
all they claim.

And it is also true, that these  
respondents, purchased a parcel  
of land from George W. Gibson and  
William H. Gibson, and that pur-  
chase is fully shown by a title  
bond executed by the said pur-  
chasers on the first day of Sept  
1878, and which fully shows that there  
were four pieces of land pur-  
chased, and for which the bond  
sued on was executed. A copy  
of this bond will be found filed  
herewith as part hereof, and the  
original now in the possession  
of your Respondents will be  
at any time produced for the in-  
spection of the Court. They deny  
that Wm H. Gibson has conveyed by



1 The lands so sold as shown by said  
2 title bond. It is true the said Wm. H.  
3 Gibson had written out a deed &  
4 attempted to convey said lands &  
5 so far as your Respondents can  
6 see that deed properly describes  
7 the land set out in the title bond  
8 But that deed is defective in  
9 form, and has never been ac-  
10 cepted by Respondents or either of them

11 This deed bears date the first day  
12 of February 1883, and was there-  
13 fore at a time when married  
14 women had to acknowledge deeds  
15 before two justices of the peace.  
16 But in this so presented by him  
17 and which is acceptable if prop-  
18 erly acknowledged, the wife of  
19 Wm. H. Gibsons only acknowledges  
20 before one. For that reason alone  
21 it has not been nor will not  
22 be accepted as and for said deed.

23 These respondents further state  
24 that while said purchase was  
25 made, the title bond taken and the  
26 note executed as and for a joint  
27 purchase, yet it was well un-  
28 derstood that it was, to be held  
29 in severalty and a partition was  
30 in fact made, and it would be  
31 far more convenient to convey to  
32 each respondent the separate par-  
33 cel held by each; but they do  
not insist upon this rigidly as



a right. But they do insist that the vendors, w<sup>m</sup> H. Gibson and his wife and George W. Gibson and his wife shall all join in a proper deed to these respondents, and that until that is done, these respondents are not bound to pay the residue of the said purchase money. But when that is done they admit their liability therefor.

But as before stated said land has long been partitioned and Respondent Richman has fully paid his part of the purchase money, and the said Fulkerson now owes on his part what ever may be still due and as his portion of said land is more than worth the balance they are advised that a court of equity will first subject his portion, as the purchasers stood in the quasi relation of principal and security each for the other, so that should a sale have to resorted to they advised respondent Fulkerson should be first sold, and for any deficiency the liability of said Richman is fully admitted.

They deny that the plff has any right to a decree for sale or otherwise until they make and file a proper deed for the land sold. Respondents think proper to that they do not propose, that any



sale be made, but upon the contrary  
when a deed is made respondent Fullerton  
proposes to meet his obligation to the  
fullest extent - and having now fully  
answered they may to be dismissed  
with their costs.

A. L. Pickensmore  
P.D.

Sworn to before me June 10<sup>th</sup>  
1892. by O. C. Richmond and  
L. D. Fullerton. in due form  
J. A. Hyatt

Richmond & Fullerton

Atts Answer

Geo. W. Gibson

(Shen. then)



C.E.Baylor

vs.

L.D.Fulkerson

and

G.W.Gibson

vs.

In Chancery:

H.C.T.Richmond and another.

These causes came on again this day to be ~~me~~ heard on the papers formerly read in said original causes, the Amended bill of C.E.Baylor making the Louisville and Nashville Railroad Company and Mrs Hattie A.Fulkerson widow of L.D.Fulkerson deceased parties to said amended bill, the answer of the said Louisville and Nashville railroad Company to said amended bill and general replication to said answer, the depositions of witnesses and was argued by counsel, and it appearing to the court that process had been duly served upon Mrs. Hattie A.Fulkerson for more than ~~ten days~~ fifteen days before the first day of this term and that she has failed to answer or defend the same said amended bill is taken for confessed as to her. On consideration of all of which the Court is of opinion that under the proceedings had upon the upset bid of the Louisville & Nashville Railroad Company and the subsequent sale made of said land to J.W.Logsdon, that the strips of land previously conveyed to the Louisville & Nashville Railroad Company, by L.D.Fulkerson and wife, in the life time of the said L.D.Fulkerson, was sold along with the other part of said tract of land to the said J.W.Logsdon who appears to have purchased said strips of land for the said Louisville & Nashville Railroad Company; it is therefore adjudged ordered and decreed that said Louisville & Nashville Railroad Company take and hold said strips of land conveyed to it by the said L.D.Fulkerson and wife for depot and yard purposes free from the liens asserted against the same by the said C.E.Baylor, *and that said amended bill be and the same is hereby dismissed* And it is further adjudged ordered and decreed that the defendant, the said Louisville & Nashville Railroad Company recover of the plaintiff *in said amended bill,* C.E.Baylor, its costs about its defence in their behalf expended, to be taxed by the Clerk for which execution may issue. And it being suggested in said amended bill that the said L.D.Fulkerson in his life time had sold one or two lots to



some person or persons not mentioned the dismissal of this amended bill is without prediudice to the said Baylor's rights to here~~ee~~ after assert the li en of his judgments against said lots should he be so advised~~ed~~ . And all the matter and things in said origanal causes having been heretofore settled said causes are stricken from the docket.



(9)  
C. E. Baylor

75-

L. D. Fulkerson

and

Geo W Libson

75-

H. C. J. Richmond et al

Deeds final

Eu. C. O. B. No. 6 p. 78-9.

(10)

Enter this date

M L M

Nov 9<sup>th</sup> 1897

(Final)



L. M. Gibson

vs

H. C. J. Richmond et al  
and

C. E. Baylor

vs

L. S. Fulkerson.

These causes came on again this day to be heard upon the papers formerly read and the report of R. L. Pennington, Special Commissioner, and deed filed therewith. This day filed in open court, and was argued by counsel.

And there being no exception to said report or deed it is adjudged ordered and decreed that said report and deed, be and they are hereby confirmed, but the confirmation of said deed and report, is not intended, <sup>and shall not</sup> to effect in anyway the litigation now pending between C. E. Baylor, the Louisville & Nashville railroad company, or J. M. Lagodon the purchaser of said land, on the amended bill filed by said Baylor in said cause. It is further ordered and decreed that said



<sup>(6)</sup>  
Geo W. Libbey

vs-

H. C. J. Richmond & Co  
and

C. E. Bayler

vs-

L. S. Fullerton

Deceit

See C.P.B. p. 517.

(6)

Enter this order.

W. L. M.

March 4<sup>th</sup> 1897

(Confirmed Dadd)

L. W. Duggan pay to the said  
H. C. J. Richmond five dollars  
for making said deed, and  
said deed is confirmed.



C. E. Bayton

against } In Chy -  
The L & N Railroad Co }

This cause came on this day  
to be heard upon the amended  
Bill of the Plaintiff, the answer  
of the Defendant & replication  
thereto was argued by counsel.

And it appearing from the answer  
of the defendant company that  
Hattie A. Fulkerson has an  
interest in said cause, the plain-  
tiff is ordered to amend his Bill  
& make her a party thereto &  
the amendment being made at  
Bar process may issue thereon  
& the cause is continued.



(7.)  
C. E. Bay Co

vs Deuce

L & N R. R. Co

Nov 7, 1895-

O. B. P. 276

(3)

x

Enter this

M. L. M.

Nov 13 1895-

(Lynch Bill)



Re. E. Baylor plff  
against  
L. & N. R. R. Co def } On Amended  
Bill -

On the motion of the plaintiff  
made in open Court ~~of~~ in  
the Chancery Cause of him-  
self against L. D. Fulkerson  
and George W. Gibson against  
the same, two Chancery  
Causes heretofore brought on  
to be heard together, and now  
pending in this Court, the  
said plff E. E. Baylor has  
come to file his amended  
and Supplemental Bill therein  
Making the Knoxville & Nashville Rail Road Company  
and the cause is this day  
re-circulingly filed, and pro-  
cess may issue thereon. And  
no further action being neces-  
sary the cause is continued.

a party thereto



(6)  
L. E. Bayler  
vs Deene

L. & R. R. Co.  
June 7. 1895

(1)

Entered in Chy  
Order Book  
Page 239

Entered this  
June 14 1895

H. L. C.

(Filed Amended Bill)



C.E.Baylor

Plaintiff.

vs.

L.D.Fulkerson et als.

Defendants

and.

In Chancery.

George W.Gibson

Plaintiff

vs.

H.C.T.Richmond et als.

Defendants.

These causes came on again upon the papers formerly read therein, and the report of E.W.Pennington, special commissioner, and exhibits therewith, filed in said causes on the 18th ~~day~~ day of February 1895, and was argued by counsel. And it being suggested that since the last decree was entered in said causes, that L.D.Fulkerson has departed this life, intestate, and that letters of administration on his estate have been granted to Hattie A.Fulkerson; and it appearing to the court that the said L.D.Fulkerson left surviving him the following children, his heirs at law, to wit: Walter C., Clarence E., Robert J., Arthur P., Kittie M., William D., Werdebaugh H., Samuel H., and Nathaniel C. Fulkerson, to whom his real estate descended; On motion of the said Hattie A.Fulkerson, administratrix, and by her consent, said causes are revived against her, and said heirs at law. And ~~it appearing to the court that~~ ~~that~~ the said Walter C., Clarence E., Robert J., and Arthur P. <sup>who</sup> Fulkerson <sup>#</sup> are over the age of twenty-one years, appeared by their counsel, and waived process and consented to the revival of said cause against them. And it appearing to the ~~same~~ Court that Kittie M., William D., Werdebaugh H., Samuel H., and Nathaniel C.Fulkerson are infants under the age of twenty-one years, the Court doth appoint L.T.Hyatt guardian ad litem whose duty it is made to appear for and protect the interests of said infants in said causes; and on motion of said L.T.Hyatt leave is granted him to file his answer as guardian ad litem, and the same is thereupon filed in open court. And it appearing to the court that the report of E.W.Pennington, special commissioner, has been filed for more than ten days before



the first day of this term of the court, and that ~~no~~ exceptions have been filed thereto, or to the sale made by said commissioner Pennington, and therein reported; On consideration of all which it is adjudged, ordered and decreed that said report and sale be and they are each hereby confirmed. And it further appearing from the report of Commissioner, Pennington, that he has paid to those entitled the costs as taxed by the Clerk it is adjudged ordered and decreed that said payments be and they are hereby approved and confirmed. It is further adjudged, ordered and decreed that said commissioner Pennington proceed to collect the notes executed to him for the purchase price of said land as they severally fall due, and he will pay ~~them~~ out the same to those entitled thereto according to their respective priorities. And it being suggested that the purchaser of said land might desire to pay off said notes before they become due, and should he desire to do so, said commissioner Pennington will receive the same from him with interest thereon up to the time of payment, receipt for the same, and pay it out as herein above directed. Said Commissioner will report his action under this decree from time to time to this court, and this cause is continued.



(57)  
Geo. H. Gibson

W. J. Gibson  
Confirms sale

L. S. Fullerton & Co.

O.B.

Page 167

(Bath)

Enter this  
March 12 1895

M. M.

(Confirms Sale)



C.E.Baylor,.....Compt.

vs.

L.D.Fulkerson et als..... Defts.

and

George W.Gibson

vs. m

L.D.Fulkerson & H.C.T.Richmond ... Defts.

These causes which were heretofore ordered to be brought  
on to be heard together, <sup>this day</sup> came on again to be heard on the  
papers formerly read therein, and the report of the sale of  
the land by commissioner, ~~E.W.~~ Pennington, filed herein on  
on the 22nd day of Oct. 1894, and the petition of the Louis-  
ville and Nashville Railroad Company, a corporation doing  
business under the laws of Virginia, with its bond filed there-  
with, praying that the report of said sale <sup>& said report</sup> ~~be~~ be not  
confirmed and that the biddings again be opened; On considera-  
tion of all which said sale of said lands made by said Com-  
missioner Pennington, to C.E.Baylor is hereby set aside; and as  
said petitioner makes good and sufficient bond binding itself  
at a resale of the same, <sup>to make said land</sup> bring the sum of \$4,100 .00, it is  
adjudged ordered and decreed that the said E.W. Pennington,  
on some court day at the front door of the Court House of  
this County, will again offer the said lands for sale or e-  
nough thereof to pay the said indebtedness mentioned and set out  
in the decree entered in this cause at the June term of this  
court, 1894,. He will make said sale at public outcry ~~at~~  
to the best and highest bidder, on a credit of one, two and three  
years time, counting from the 15th day of Oct. 1894, except a  
sum sufficient to pay the cost of <sup>& commissions heretofore</sup> ~~these suits and the commissions~~  
~~of~~ of sale, he will require to be paid down by the purchaser.  
For the said deferred payments he will take bonds payable  
to himself with good ~~personal~~ security, and bearing interest  
from the said 15th day of Oct. 1894, which bonds <sup>when due</sup> ~~shall~~

*Winding up of this Court  
to E. B. Baylor and the  
additional costs of the  
commissions of sale  
paid to him by  
additional*



he will proceed to collect. Before making such sale he will advertise the time ,terms and place of sale for thirty days by written or printed notices posted at the front door of the court-house of this county, and in the neighborhood of the said lands; at such sale he shall accept no bid for less than a sum of \$4,100.00, ~~The~~ upset bid of the said Rail Road Company . But before entering upon the duties imposed by the terms of this decree, the said Pennington will execute bond before the clerk of this court, in a penalty of \$8,000.00, conditioned to faithfully account for all moneys that may come into his hands by reason of his appointment therein. And he will report his action to court. And the said E.W.Pennington is hereby directed to turn over and deliver to the said C.E.Baylor the three bonds executed by him, and reported in the report filed herein on the 22nd day of Oct.1894. And this Cause is continued.



(4)  
C. E. Taylor et al

vs. } Deere far. re. 1894

L. D. Fulkerson

Entered in Cly  
Cl. B. Page 116

Enter this

Nov 17, 1894

W. J. M.

Deere Sale

sum of \$4,100.00. The highest bid of the said said land, at such sale he shall except no bid for less than  
com. house of this county, and in the neighborhood of the  
by written or printed notices posted at the front door of the  
advertise the time, terms and place of sale for thirty days  
he will proceed to collect. Before making such sale no bid



Geo W. Gibson,

Complt.

vs.

H.C. Richmond & L.D. Fulkerson

Defts.

and

Charles E. Baylor

Complt.

vs.

L.D. Fulkerson et als.

Defts.

These causes came on again this day to be heard upon the papers formerly read therein, the report of Comr. J.A. Hyatt and exhibits "O" and "X)Y" filed therein and exceptions thereto numbered "1" "2", "3", "4", and "5" and was argued by counsel: On consideration of all which and for reasons appearing to the Court all of said exceptions are hereby overruled, and for reasons appearing to the Court it is adjudged, ordered and decreed that the said report of said Comr. Hyatt filed herein on the 25th. day of May, 1894, and statement "xy" filed therewith be confirmed; and that said Geo. W. Gibson do recover from the said L. D. Fulkerson and H. C. T. Richmond the sum of \$939.76 with legal interest thereon from the 1st. day of October, 1889, till paid and the costs of his said suit; that Charles E. Baylor do recover from the said Fulkerson the sum of \$1979.91 with legal interest thereon from the 25th. day of August, 1886 till paid, subject to a credit of \$90.00 as of Sept., 1st., 1889 and the costs of his said suit; that A.L. Pridemore do recover from the said Fulkerson the sum of <sup>246.67</sup> ~~\$100.00~~ with legal interest thereon from the <sup>on one hundred</sup> ~~25th.~~ day of ~~January~~ <sup>June</sup>, 1894 till paid and ~~\$25x~~ \$2.57 costs; that A. Edmondson guardian for all the heirs of H.W. Edmondson the sum of \$227.99, with legal interest thereon from the 28th. day of May, 1888, till paid, and ~~\$22x~~ \$5.21 costs <sup>guardian for Mary J. Lechore 2. + H. A. Edmondson</sup>; that A. Edmondson do recover from the said Fulkerson the sum of \$143.30, with legal interest thereon from the 26th. day of May, 1888, and \$3.45 costs; that the Bays children do recover from the said Fulkerson the sum of \$32.02, with interest thereon from the 25th/ day of August, 1886, till paid, and 1.69 costs; that the heirs of Elizabeth Green do recover from the said Fulkerson the sum of 192.22, with interest thereon from the 25th of August, 1886

*The said Fulkerson shall pay \$1.69 costs  
from Aug. 25th 1886 + \$1.69 costs  
do recover from the said Fulkerson the sum of \$1979.91 with interest thereon from Aug. 25th 1886 + \$1.69 costs  
do recover from the said Fulkerson the sum of \$143.30 with interest thereon from May 26th 1888 + \$3.45 costs  
do recover from the said Fulkerson the sum of \$32.02 with interest thereon from Aug. 25th 1886 + 1.69 costs  
do recover from the said Fulkerson the sum of \$227.99 with interest thereon from May 28th 1888 + \$5.21 costs  
do recover from the said Fulkerson the sum of \$939.76 with interest thereon from Oct 1st 1889 + costs of suit*



till paid and 1.69 costs; that A.L.Pridemore do recover from the  
said Fulkerson the sum of ~~\$185.00~~ <sup>189.52</sup>, with interest ~~thereon from the~~ <sup>on 105.00</sup>  
~~from Dec 1~~ <sup>January 1st., 1892</sup>, till paid and the sum of \$44.55 costs; that  
the officers of the court as shown in a decree entered in the  
Circuit Court of this County on Sept., 5th., 1889 do recover from  
the said Fulkerson the sum of \$76.60; that the Citizens Bank  
and Trust Company do recover from the said Fulkerson the sum of  
\$477.40, with interest ~~on \$434.00~~ <sup>on \$434.00</sup> a part of the said sum of  
\$477.40 from the 2nd of May, 1892 till paid and interest on \$43.40  
the ~~sa~~ residue of the said sum of \$477.40 from the 12 of Oct., 1892  
<sup>and \$7.54 costs</sup> till paid; that Eliza A. Taylor do recover from the said Fulkerson  
the sum \$432.00 with interest thereon from the 22nd of May, 1892,  
till paid and \$8.04 costs; that <sup>as to</sup> the sureties and endorsers of  
the said Fulkerson on certain notes mentioned in a deed of trust  
dated Dec., 19th., 1892 do ~~also recover from the said Fulkerson~~ <sup>no decree is here made</sup>  
~~the sum of \$2614.65 with interest thereon from the 1st. day of~~ <sup>as to their respective rights therein, but as to</sup>  
~~July, 1893 till paid on \$1604.65 part of the said sum of \$2614.65~~ <sup>funds arising from the sale of the land herein-</sup>  
~~and interest on \$100.00 from the another part of said sum of~~ <sup>after deemed to be sold shall be paid to any person</sup>  
~~\$2614.65 from the 4th day of Sept., 1892 till paid, and interest~~ <sup>hereinafter mentioned until a future order of</sup>  
~~on \$250.00 another part of said sum of \$2614.65, and interest on~~ <sup>this Court</sup>  
~~\$300.00 the residue of the said sum of \$2614.65 from the 11 day of~~  
~~February, 1893;~~ That Jane Fulton do recover from the said ~~sa~~  
Fulkerson the sum of \$319.32, with interest thereon from the 9th.  
day of Sept 1891 till paid and \$8.56 costs; and that Maggie J.  
Carnes do recover from the said Fulkerson the sum of \$500.00 with  
interest thereon from the 16th. day of Sept., 1890, till paid and  
\$7.96 costs. For the five claims or debts next following the first  
two of the foredoing debts or recoveries the Court doth reserve  
unto the several parties to whom said debts are in favor of, <sup>their rights</sup> no  
~~decree so as~~ <sup>is not intended to</sup> effect any rights they or either of them may have  
against said Baylor said Fulkerson's surety thereon. And the Court



decrees and judgments and writs of the court. And the court  
does so as effect any rights they or either of them may have  
into the several parties to whom said debts are in favor of, in  
two of the foregoing debts or recoveries the Court doth reserve  
\$1.00 costs. For the five claims or debts next following the first  
interest thereon from the 10th day of Sept., 1890, till paid and  
Garnes do recover from the said Fulkerson the sum of \$500.00 with  
costs of Sept 1st till paid and \$8.00 costs; and thereafter 1.  
Fulkerson the sum of \$250.00, with interest thereon from the 2nd  
February, 1893; that Jane Fulton do recover from the said an  
\$300.00 and residue of the said sum of \$250.00 from the 11 day of  
on \$250.00 and other part of said sum of \$250.00, and interest on  
\$250.00 from the 4th day of Sept., 1893 till paid, and interest  
and interest on \$200.00 from the another part of said sum of  
July, 1893 till paid on \$100.00 part of the said sum of \$250.00  
the sum of \$250.00 with interest thereon from the 1st day of  
the said Fulkerson on certain notes mentioned in a deed of trust

Geo H. Gifford  
Mrs Hattie Fulkerson  
Debt of \$360.00  
Oct 15th 1894  
The said Fulkerson on certain notes mentioned in a deed of trust  
of the said Fulkerson the sum of \$250.00; and the Citizens Bank  
Circuit Court of this County on Sept., Oct., 1893 do recover from  
the officers of the court as shown in a decree entered in the  
January 1st, 1901, till paid and the sum of \$24.00 costs; that  
said Fulkerson the sum of \$100.00, with interest thereon from the  
till paid and 1.00 costs; that A.L. Bridgmore do recover from the



doth further adjudge, order and decree that unless said several recoveries are paid to the respective parties to whom they are decreed to be paid within sixty days from the adjournment of this Court, then E. W. Pennington, who is hereby appointed a special commissioner for the purpose will after advertising the time, terms and place of sale in some news paper published in this county for <sup>four</sup> ~~thirty~~ <sup>weeks</sup> days and by posting <sup>a</sup> written notice <sup>of</sup> the time terms and place of sale thirty days, then offer for sale the land in the said two <sup>that is said Fulkerson's house & lot & that part of the Gibson tract</sup> causes mentioned, at the front door of the Court-house and on some Court day to the best and highest bidder and at public outcry, on a credit of One, two and three years time, except a sum sufficient to pay the <sup>costs of said two suits and the</sup> costs and commissins of sale he will require to be paid down, and for the deferred payments he will take bonds payable to himself and require of the purchaser good and personal security. But before the said Pennington shall proceed to execute the terms of this decree he will execute bond before the clerk of this Court with approved security in a penalty of <sup>\$1000.00</sup> ~~\$7000.00~~. And he will report his action to this Court.

M E M O R A N D A: It being suggested to the Court that the defendant Fulkerson feels himself aggrieved by the terms of this decree he prays that the execution thereof be suspended, which is ordered to be done for a period of sixty days, on condition that the said Fulkerson or some one for him shall execute bond before the Clerk of this Court in a penalty of \$300.00 conditioned as the law directs in such cases. And this Cause is continued.



law directs in such cases. And this cause is continued.

Clerk of this Court in a penalty of \$200.00 continued as the said Folkerson or some one for him shall execute bond before me doled to be done for a period of sixty days, on condition that the he pays that the execution thereof be suspended, which is ordered. Folkerson feels himself aggrieved by the terms of this decree and MORAVIA: It being suggested to the Court also the defendant will report his action to this Court.

This Court with approved security in a penalty of \$1000.00. And the terms of this decree be it execute bond before me clerk of

(3)

Mrs W. Gibson  
vs } Deane  
L.S. Folkerson Atk

Entered in Civil Book P. 40

Enter this  
June 16 1844

M. L. M.

Deane Atk

station for the purpose will elude advertising the time, terms and then E. W. Pennington, who is hereby appointed a special commissioner to be paid within sixty days from the adjournment of this Court. covers the paid to the respective parties to whom the decree goes further adjudge, order and decree as unless and several re



Chas. E. Baylor

vs.

L. D. Fulkerson et al.

} In Chy.

+

Geo. W. Gibson

vs.

L. D. Fulkerson et al.

} In Chy.

These causes came on this day again to be heard upon the papers formerly read therein, the report of Court J. A. G. Hyatt filed June 3<sup>rd</sup>, 1893, and statement "L" therewith filed, the exceptions of L. D. Fulkerson thereto Numbered 1, 2, 3, 4 & 5, and was argued by counsel. On consideration of all which, and for reasons appearing to the court, exceptions <sup>No. 1, not being now contested, is withdrawn & has passed</sup> ~~1, 2, 3, 4 & 5~~ ~~are~~ ruled and exceptions 2, 3 & 4 are sustained. It is therefore adjudged ordered and decreed that said report of said Court Hyatt be read and the same is hereby committed to him again and he is instructed and directed, as early as possible, to give to each of the resident plffs. and defts. <sup>25 days</sup> notice of the time, place and purpose of his sitting,



and he will retake, re-state  
and re-ascertain all liens then  
existing against the real estate  
of L. D. Fulkerson, the amount  
and time from which said  
draws interest, to whom due  
and their priorities, and he  
will report any other matter  
deemed pertinent by himself  
or requested by any of the  
parties to be stated. He will  
report his action to this court  
and this cause is continued.

" // "

Chas. E. Baylon

vs [Decree]  
L. D. Fulkerson et al

+  
Geo. H. Gibson

vs [Decree]  
L. D. Fulkerson et al

CCCP  
Page 694

Mch 13 1894  
A B Munsey Clerk

Enter this

March 13, 1894

H. J. M. M.

(Recommends Report)  
(John J. M.)



1 G. W. Gibson Complt.  
2 vs.  
3 H. C. F. Richmond et als Defs } In Chancery

This cause came on again this day to be heard upon the papers read in the cause and the amended bill of said Complt. and exhibits filed therewith. And it appearing <sup>in said amended bill</sup> that process has been duly served upon said Defs. for more than 15 days before the first day of this term of the court and they failing to answer the same, and by consent of all the parties to this cause.

it is ad-  
judged, ordered and decreed that the said <sup>has a vendor's lien upon the lands in the tract proceeding mentioned</sup> plaintiff recover from said Defendant the sum of \$1879.52, with legal interest thereon from said date from October 1<sup>st</sup> 1887, subject to a credit of \$996.15 as of Oct. 2<sup>nd</sup> 1888 and of a credit of \$112.76 as of Oct. 1<sup>st</sup> 1889 and the costs of this suit. If said sum of money & the costs of this suit be not paid in 20 days from this date, then A. M. Gaines who is hereby appointed a special commissioner for the purpose aforesaid, after advertising the time, time & place of sale for 30 days by written or printed notices posted in the neighborhood of Leving depot, and at such other places as he may deem proper will, at the Court house of Lincoln County, and on some court day, to the highest bidder and at public outcry, proceed to sell



1 to see what portion of said land, or so  
2 much thereof as may be necessary to pay  
3 said debt & the costs of this suit, what  
4 is now in the possession of said L. D.  
5 Fulkerson, but if said Fulkerson's  
6 portion of said land be insufficient to  
7 pay said debt & cost at the same time  
8 & place he will also see enough of that  
9 portion of said land which is in the  
10 possession of said Richmond. At such  
11 sale he will require one-third of  
12 said debt and the cost of this suit to  
13 be paid down and the residue on  
14 a note of six months, bearing interest  
15 from date of sale and for sum deferred  
16 payments he will take bonds payable  
17 to himself & with good person at the  
18 closing. But before entering upon the  
19 duties herein required of him, he will  
20 execute bond before the Clerk of this  
21 Court in the penalty of \$1500<sup>00</sup> condi-  
22 tioned according to law. And he will  
23 report his action to Court. And this  
24 case is continued



Geo. W. Gibson

Richard + Fulcher

Enter this  
March 1873

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Charles E. Baylor

Plff

vs.

L. D. Fulkerson others

Defts

} In Chy

On calling this cause at the present term, it was announced at the bar, that there were other judgment creditors, and persons holding liens against the debt L. D. Fulkerson in addition to the judgment sought to be enforced by the plaintiff by his bill and that such other parties desired to have their claims enforced in this suit.

It is therefore ordered that John A. B. Hyatt who is appointed a commissioner for the purpose, do take and state an account, showing the sums due the several creditors from the debt L. D. Fulkerson which operate as liens on his real estate in the bill mentioned, the nature of such lien, how evidenced and the order of their priority if any, and he will report his action to the court and the cause is continued.



(1)  
Charles E. Bayles

no { Diarrhoea

L. D. Fickensau

Entered O. B. Page

435 March 7 1893

J. A. G. Hyatt C

Enter this diary

March 7 1893

H. S. K. M.

(apparently came)

(next)



George W. Gibson Compt.

vs.

Richmond & Fulkerson Depts

} In Chan.

This cause came on this day to be heard upon the bill of the Compt. and exhibits filed therewith, and the answer of the Depts. which was this day filed by leave of the court; and on the motion of the plaintiff the court with great ~~grace~~ <sup>grace</sup> leave to amend & file ~~again~~ <sup>at</sup> rules an amended bill, and this cause is continued.



George W. Gibson

vs } Decree no 1

Richmond & Fulkerson

Entered Chas. Q. B.  
page 416. June  
13/1892. Dyatto

(File Aug.)

Enter this  
June 13/92  
H. S. K. M.

(next)



Virginia:

At a circuit Court continued and held  
for Lee County at 10 September 3<sup>rd</sup> 1887.

Andy Edmonson Guard. &c

Plaintiff

vs

L. D. Fulkerson & others

Defendants

In Chancery

On calling this cause at the present  
term of the Court, Genl. A. L. Pridmore pre-  
sented his petition praying to be made a  
party to said suit. And the Plaintiff is  
ordered to so amend his Bill, as to  
make him a Defendant, thereto, and said  
amendment being so made, said petition  
is ordered to be treated as a Cross Bill to  
the Plaintiffs suit, and thereupon Henry  
W. Edmonson Exr. of Polley Daugherty decd  
and L. D. Fulkerson Curator of Chas. Daugh-  
erty decd, by their counsel respectfully  
appeared to said petition and thereupon  
this cause together with said petition  
or Cross Bill and exhibits with the latter  
~~cause~~, came on to be further heard and  
the papers heretofore read in the cause  
and the report of Court John A. G. Hyatt, and  
exhibits, filed in the cause July 16<sup>th</sup> 1886,  
and the supplemental report and exhibits  
of said Court of A. L. Hyatt filed in the cause March 15<sup>th</sup> 1887,  
therewith, being unacceptable; and it  
appearing by said supplemental report  
that on account of the funds charged

the said cause was accepted to the court by the court.



to L. D. Fulkerson such Curator, in said Original report, there is now due the Plaintiff as Guardian for all the children of Henry W. and Elizabeth Edmonson the sum of \$514.77, with interest thereon from January 25<sup>th</sup> 1887, that there is due the same party as Guardian for Mary E. Chas E. and Wm. F. Edmonson the sum of \$192.22 with interest from Aug. 25<sup>th</sup> 1886, that there is due to the heirs of Elizabeth Green decd, the like sum of \$192.22, with interest from the same time, that there is due to Rosetta Harber the sum of \$64.07, with interest from the same time; that there is due to Emma Harber \$38.44, with interest from the same time; that there is due to the Bay's children the sum of \$32.03 with interest from the same time; and that there is due Charles E. Baylon in right of his purchase from the several Harber heirs the sum of \$1979.91 with legal interest from August 25<sup>th</sup> 1886, And it appearing from said Fildemore's petition, and his contract with Pally Daugherty filed therewith, that he is entitled, by virtue of his contract to 5 per cent on the one third of the gross sum



would  
which, have become due said Polly  
Daugherty, from the Estate of Charles  
Daugherty, dec'd, had she lived, and  
10% on the residue of such gross  
sum, and it being admitted that  
said sum of \$574.79 found due  
the Plaintiff as general Guardian  
for said Children constitutes a part  
of the fund which would have  
been due said Polly Daugherty  
had she continued to live, and said  
Pridemore being willing to accept out  
of said last named sum, the sum of  
\$100.00 and to wait for the residue  
until other funds shall come into  
said Curators hands.

On consideration of all which it is  
it is adjudged Ordered, ordered and  
decreed that A. L. Pridemore is entitled  
by virtue of his said Contract to 5% on one  
third of the gross sum due and to become  
due the wards of the Plaintiff as  
legatees of Polly Daugherty, dec'd,  
under her last Will and Testament  
including such sum as she may  
have received in her life time,  
and in part discharge of said Con-  
tract for Commission as aforesaid.



It is ordered adjudged and decreed  
that out of said sum of \$514.79 said  
L. D. Fulkerson Curator of Chas. Daugherty  
decd and Chas. E. Baylon one of his sureties  
pay to said Pridemore One hundred  
Dollars, with legal interest thereon  
from January 25<sup>th</sup> 1887 till paid;  
that the Plaintiff as Guardian for  
all the Children of H. H. Edmonson wife  
recover against said L. D. Fulkerson  
Curator &c, and Chas. E. Baylon his  
surety \$414.79, with interest from  
the same time; that the Plaintiff  
as Guardian for Mary F., Chas. E., and  
Wm. F. Edmonson recover against said  
two parties \$192.22, with legal interest  
thereon from Aug. 25<sup>th</sup> 1886, till paid.  
that Resetta Harber recover from  
said two parties \$64.07 with interest  
from same time; that the heirs of  
Elizabeth Green decd recover against  
the same parties \$192.22 cents with  
interest from the same time; that  
Emma Harber recover against  
the same two parties \$38.44, with  
interest from same time; that  
the Bay's Children recover  
against the same two parties, and  
\$32.02 with interest from same time.



that said Chas E. Baylon in right  
of his several purchases from the Harbor  
Trust, recover against said L. D. Fulkerson  
Curator to the sum of \$1979.91, with  
legal interest thereon from August 25<sup>th</sup>  
1886, till paid, and by consent of parties  
by their Counsel, no execution is to  
issue on the last four recoveries for  
Nine Months from this time, and  
as to the other recoveries executions  
are awarded thereon, and said  
Fulkerson as such Curator is ordered  
to proceed at once to collect any money  
due him as such, and to apply the  
same in discharge of these recov-  
eries, and all other matters are  
reserved and the Cause is continued.

A Copy?

Teste J. A. G. Hyatt & Co



Credit the within Series of Bayler vs L.D. Fulkerson  
the sum of \$90-00 as of Sept 1-1889.

(A.B.)

275-

S

A. Johnsonson Guad 10  
Copy of Series  
20  
L.D. Fulkerson Guad 10



Virginia

Lee County, to wit:

I E. W. Remington, do hereby  
make the following statement  
under oath: That no arrange-  
ment was perfected with me  
or with me and my partner, Mr.  
Goins, as attorneys for Mr. George  
H. Gibson in the Chancery cause  
of Geo. W. Gibson vs. H. C. F. Rich-  
mond and L. D. Fulkerson now in  
the Circuit Court of Lee County, Va.,  
whereby the debt of said Gibson  
in said cause was to be assigned  
by said Gibson to the Bank of  
Shawano. Such a thing was  
<sup>by Mr. Richmond and myself and Mr. Goins</sup>  
talked of and at the March  
term, 1873 of the Circuit Court,  
but was not perfected. Had  
we got a judgment for this  
debt and a decree for the sale  
of the land and the money had  
have been paid by said Bank  
I imagine we would have had  
it assigned without recourse to  
it. As I understood its judgment  
for debt and decree for sale of land  
was a condition precedent, and

and perhaps Mr. Fulkerson



to any assignment or payment  
of money on said claim, and as  
no judgment and decree was ob-  
tained That ending the whole mat-  
ter as between Mr. Gibson and  
Mr. Richmond & Mr. Antkerson et  
al. This the 17<sup>th</sup> day of  
Nov. 1893.

E. W. Pennington

The above statement was  
this day sworn to before me  
the undersigned. Given under  
my hand this the 17<sup>th</sup> day of  
Nov. 1893

Henry C. Joslyn J. P.

This day A. M. Gaines person-  
ally appeared before me and  
made oath that the facts  
stated in the above affidavit  
of E. W. Pennington are true  
and are the same as he would  
put in a separate statement  
if written out by him.  
Given under my hand this  
Nov. 17, 1893.

Henry C. Joslyn J. P.



E. W. Pennington

A. J. duval.



Virginia Lee Co to wit.

This day W<sup>m</sup> T. Richmond personally  
appeared before me the undersigned  
and made oath that he was one  
of the Directors of Bank of Shawnee  
at the time of meeting of said Board  
of <sup>Said Bank's</sup> directors  
prior to the execution of deed in  
Trust by L. D. Fulkerson & wife  
to said Bank for certain notes  
due by said Fulkerson & others to  
said Bank. — The said Board at  
that meeting voted to take said deed  
in Trust — and appointed P. G. Fulkerson  
to go to residence of L. D. Fulkerson  
and secure said deed in Trust.  
Mr. P. G. Fulkerson did come &  
get said deed and it was to run  
to the 1<sup>st</sup> January 1894 — At the time  
an agreement was made with  
L. D. Fulkerson by P. G. Fulkerson for  
Bank that the the Bank would  
pay a debt due by L. D. Fulkerson  
to G. W. Gibson for balance purchase  
on land — if the Bank could  
be substituted for Geo. W. Gibson  
This being an inducement for  
L. D. Fulkerson to execute said trust —  
that the debt of Gibson would not  
trouble Fulkerson till the deed in Trust —



Account due - at request of C. F. Egan  
Cashier of said Bank - I came to  
Anneville when it was expected  
Gibson would get Judgment -  
I had Conversation with Pennington  
& Gorin and they said they would  
have Gibson to assign <sup>his judgment</sup> without recourse  
I wrote the Bank the said Cashier  
wrote me to arrange the matter  
for the Bank and draw on Bank  
for the amount. I went  
home with the understanding with  
Mr Gorin as soon as court was  
over he would come down  
and have Gibson to make the  
assignment and I to give him  
draft on Bank for amt of Gibson's  
debt &c. Given under my hand  
this 16<sup>th</sup> day of November 1893 -

W. F. Sewell  
Not. Pub.

for Lee Co Va

L. D. Fulkerson  
Adv. & Officer of  
H. C. & Richmond  
Bank of Shawnee



49

The deposition of C.E.Baylor et als. taken on the 12th day of October 1896, by agreement as to time, without notice, which are intended to be read as evidence on behalf of C.E.Baylor on an amended bill filed in the chancery cause of C.E.Baylor vs.L.D.Fulkerson et als. and in which amended bill said C.E.Baylor is plaintiff and the L.& N. R.R.Co.is defendant, and this agreement only extends as to C.E.Baylor and the L.& N.R.R.Co., Mrs.Fulkerson not being present or represented

Said C.E.Baylor, being sworn, deposes and says:--

Ques.1. by A.L.Pridemore, his counsel.--Was you present at the sale of the lands ~~made~~ of L.D.Fulkerson, made by E.W.Pennington, Commissioner, on the upset bid of \$4100.00 put in by John W.Logsdon, on your prior bid of \$3600.00? If you answer, yes, state whether or not you heard A.L.Pridemore then acting for Mrs.Fulkerson enquire of said Commissioner, while he was crying the bid of the said John W. Logsdon, what land he was selling, "Did he intend to sell all the ~~kan~~ land which Mr.Fulkerson owned, or did he exempt therefrom such as the said Fulkerson had prior to his death, conveyed away by deed? If you answer that you did hear said enquiry, or like words, state what the said Pennington said in reply thereto, if he said anything?

Obj.--This question and any answer thereto is objected to because it is immaterial, and irrelevant, The report of the commissioner, as to what he sold, being the best evidence thereof.

C.T.Duncan, Counsel &c.

Answer.--I was present at the sale indicated in the question. I heard ~~Mr.Pennington~~ said Pridemore ask Mr.Pennington, "What are you selling?" Mr.Pennington asked him what he wanted to know for. Said Pridemore replied, "I am representing Mrs.Fulkerson." Mr.Pennington then said that he was selling such property as Mr.Fulkerson owned. Mr Pennington further said Fulkerson had made some deeds to the property down there, and that that would have to be fought out between the purchaser and the creditors.

Cross-Examined

Ques.By Defendant L.& N.R.R.Co. What did Mr.Pennington Commissioner represent~~ZE~~ that he was selling, at the time you were a bidder for said lands, and please state what you understood you were purchasing when said land was knocked down to you?



Ans.--My understanding was that he was selling the Gibson tract of land, except such as Fulkerson had deeded away. I understood that I was ~~spurchasing~~ purchasing the tract of land that Fulkerson had bought from Gibson and Richmond.

Ques.2.--Then you understood that you were purchasing the entire tract of land purchased by Fulkerson from Geo.W.Gibson and H.C.T. Richmond, did you.

Ans.--Yes, except so much as he had deeded away was my understanding.

Ques.3.--Did you receive a letter from C.T.Duncan, Attorney for the Defendant, the L.& N.R.R.Co, dated October 25th 1894, proposing to purchase, if the sale was confirmed to you, the land that had been theretofore conveyed by L.D.Fulkerson out of the Gibson and Richmond tract to said Railroad Company?

Obj.--The foregoing question is objected to because irrelevant and immaterial, there being no evidence to show that said Duncan was authorized to make such proposition, and no reason to believe the said Railroad would make said purchase. And besides the letter referred to does not make a proposition on behalf of said railroad, and was made before said sale was confirmed.

Pridemore, for plff.

Ans.--I did receive a letter of the date stated, and herewith file the same marked letter together with my reply thereto just handed me by Judge Duncan, marked "Letters" They speak for themselves.

Ques.4.--If you did not regard yourself as the purchaser of that land why did you refer Mr.Duncan to Col.Pridemore for your answer, and for an adjustment.of the matter?

Ans.--Because he was my counsel in the case.

Ques.5.--At the time of the first sale, at which you were the bidder, did commissioner Pennington except any lands, and if so, what lands?

Ans.--He said he was selling what lands Mr.Fulkerson had title or right to, was what I understood. He did not designate any particular lands that he excepted.

Re-examination.

Ques.1.--Did you understand in either of Mr.Pennington's sales



that he offered for sale and proposed to sell the Louisville and Nashville Railroad's depot and its railroad track then standing and being daily used by the said road at Ewing, over and across said tract of land?

I did not understand that the railroad interest was being sold. And further this deponent saith not.

Chas E. Baylor

A.L.Pridemore, another witness of lawful age, being duly sworn deposes and says:

Ques.1.--Please state all you may know concerning the sale of the lands formerly belonging to L.D.Fulkerson, known as the Gibson-Richmond tract,?

Ans.--At the time of the first sale of these lands I was Attorney for L.D.Fulkerson and had been for some time before, but not representing him in the debt asserted by Mr.Baylor. As the time of the first sale approached, Mr.Fulkerson had reached a very low state of health, and was greatly worried as to the sale of his home, and insisted that I should stand by while the sale was being made and represent his interest. I did so, and was present at the first sale when Mr.C.E.Baylor bid off the land. I do not remember at what price. Nor do I remember very much that was said by the commission making the sale, but I do remember that he did not mention the fact that he was embracing in his sale the railroad property. I watched that point carefully, and for that and some other reasons, I do not now recall what they were, I was positive, in my opinion and so told Mr.Fulkerson that unless someone put in an upset bid the sale could be set aside. This seemed to satisfy him as it gave him some more time. Before this sale was confirmed ~~Mr.Fulkerson~~ the Louisville and Nashville Railroad Company filed its up-set bid, proposing to pay the price of \$4100.00 for the land sold.

When the lands were advertised the second time for sale Mr.L.D.Fulkerson was not present, that is, he was not over at the Courthouse where the sale was made. I attended that sale also, as I did the first, mainly in the interest of Mrs.Hattie A.Fulkerson, L.D.Fulkerson's wife, who desired to purchase the land if she could do so. And



she left the propriety of ~~that purchase~~ her bidding in the land largely to my judgment, acting both as attorney and friend. At one of these sales, I am not positive which, but most likely the first one, I asked the commissioner while crying the sale to please state what land he was selling. He said, "The L.D.Fulkerson land, known as the George Gibson tract." I insisted on his stating whether or not he was selling such pieces of land as Mr.Fulkerson had deeded away, some of them several years ago, He made evasive answers in a laughing and jocular manner, and finally stated that he was selling just such land as L.D.Fulkerson had, and the lands that he had deeded away would be a question for the purchaser and the creditors to fight out among themselves. I mentioned the railroad lands, and wanted to know if he was including them in his sale, to which he would not directly reply, but said he was selling the lands of L.D.Fulkerson. I had been informed by Mrs.Fulkerson that in addition to the railroad lands that there were two lots at least that had been sold by Mr.Fulkerson as town lots at Ewing, and that there were some small plank houses on one or more of them, I think, on two, and that if she could get those lots and the sale passed the railroad's interest, she was willing to go over the \$4100.00, otherwise, at that time she thought best not to do so. I then thought, and I still think, that Mr.Pennington did not offer or pretend to sell the ~~xx~~ railroad's interest, and so I did not bid for her at the up-set sale.

About the date of Oct.26th 1894 I received the letter written by Judge C.T.Duncan to Mr.Baylor, dated Oct.25th of the same year and just filed with Mr.Baylor's deposition, accompanied by his letter dated October 26th which I here file. Taking his figures that there was about \$5400.00 that would have to be paid, and for which I understood Mr.Baylor would in some way be liable, I deducted his bid of \$3600.00 and saw that his bid would fall short of that sum by \$1800.00 In a short time, within a few days anyway, after I received that letter, I saw Judge Duncan on the streets of Jonesville and we had some conversation looking to a settlement of the matter, and my best recollection is that I said to Judge Duncan, as a proposition, that I would advise Mr.Baylor to take \$1000.00 should the sale be confirmed to him which I understood to be an acquittance by Mr.Baylor if accepted of



any claim that he might have against the Railroad property. I am unable to recall any particular words that Judge Duncan used, but I am under the impression that I understood from him that he would not recommend it at that figure. The next I heard of it was the up-set bid by the railroad. I desire to file the letter of Mr. Baylor above referred to along with this deposition.

Cross.Examination.

Ques.1.--On what grounds did you think the first sale could be set aside unless an up-set bid was put in?

Ans.--I don't remember it all, perhaps not the more important part of it, but I do remember that I thought it would be error to sell the Railroad's land without making it a party, as also the parties claiming the town lots. The sale out-side of that, I conceived to be entirely indefinite, and I should have made that the grounds of exceptions to the commissioner's report, if the up-set bid had not been put in.

Ques.2.Would not the same facts and the same grounds of exceptions apply to the second sale as well as to the first?

Ans.--I presume so.

Ques.3.--At the second sale, did Mrs.Fulkerson in any way propose to purchase the land?

Ans.--I think so; she left it to me. If the sale carried the Railroad property she wanted to bid; if the sale did not carry the Railroad property she did not want to bid.

Ques.4.--Do you not remember the fact, and did not Mrs.Fulkerson tell you, before the second sale was made, that if it was purchased by the R.R.Co.or any of its people, that the purchase was made for her?

Ans.--She did not, but upon the contrary, she asked me to watch as carefully as I could what the railroad people did; that they professed friendship towards her, and had befriended her, but that she wished me to see to it that they got no advantage of her, and that was the reason why she particularly desired to know my best judgment as to whether the railroad property would, or would not, be included in the sale. Basing that judgment upon what occurred at the sale, I did not then, nor do not now, believe the railroad property was included.



cluded in the sale. I wish to state my reasons for that opinion. I made as careful enquiry as I could as to the piece of land owned by Mr. Fulkerson, proposed to be sold, and outside of the Railroad property and the town lots, having also examined it personally myself with a view to bid for it, I regarded the tract as well worth \$4100.00 independant of the railroad's property. And with the railroad's property I will give \$6000.00 for it to-day.

Ques. 5.--Do you mean by that that you <sup>would</sup> ~~will~~ give \$6000.00 for ~~the~~ that tract of land without the Railroad's improvements on it, or do you include the improvements as constituting a part of the consideration of the \$6000.00?

Ans.--I said the Railroad's property, by which I meant the whole of its property, improvements or otherwise, then situate and being on said tract.

Ques. 6.--Did you not understand from C.T. Duncan's letter to Mr. Baylor, and from the conversation which you have detailed as having had with him, that he understood that the whole of the Gibson tract of land had been sold including the property theretofore conveyed by Mr. Fulkerson to the Railroad Company?

I could not say what Judge Duncan understood to be the property conveyed by said sale, but I did understand him in the conversation we had to insist that that was the case, but I thought that, as well as the Judge's letter, was a claim made in the interest of his Company, and that such claim was not good, in fact, or legally deducible from the circumstances of the sale. As to the letter it speaks for itself, and independent of my knowledge of the fact that Judge Duncan was attorney for the L. & N.R.R. Co., I do not think the letter in question would inform <sup>me</sup> ~~who~~ he was making the offer for.

If I have not made it plain, I mean to say that I don't pretend to know what Judge Duncan's thoughts were as to what was sold. He claimed that it was all sold and argued it in the conversation I had with him, but I wish to state here that in the settlement of a legal matter with a lawyer on the opposite side of a case from myself, I do not understand that his private views and understandings is to be considered.



Ques.--Did you, in that conversation, claim, or in any way intimate, to Mr.Duncan, that the whole of that land had not been sold to Mr.Baylor?

Ans.--I can't remember that I did, or did not, at that time.any question that might have arisen as to the validity or invalidity of said sale as between Mr.or Mrs.Fulkerson my duty as plainly stated to Mr.Baylor would have been on the side of the Fulkersons. I think it is probable that I did not approach or discuss that question. I was endeavoring to settle the matter so that it would be agreeable to the Fulkersons and Mr.Baylor. If there had been no up-set bid, I should have made the best effort I could to have the sale to Baylor set aside. Such was the desire of Mr. and Mrs. Fulkerson.

And further this deponent saith not.

A. L. Pridemore

Virginia, Lee County, to wit:--

I, J.A.G.Hyatt, Commissioner ~~for~~ in chancery for the Circuit Court of Lee County, do certify that the foregoing depositions of C. E.Baylor and E.A.L.Pridemore, were duly subscribed and sworn to before me, in my County aforesaid, at the time and place and for the purposes in the caption mentioned. Given under my hand this the 12th day of ~~JUNE~~ Oct.1896.

J. A. G. Hyatt  
Comr.in Chy. &c.

(cert)





—OFFICE OF—

—C. E. BAYLOR,—

—DEALER IN—

GENERAL MERCHANDISE.

COUNTRY PRODUCE A SPECIALTY.

Boon's Path, Lee Co., Va., *Oct 2* <sup>th</sup> 1894

Hon C, J, Duncan

Jonesville Va

Dr Sir

I have yours relative to the L D  
F Land & C

I have referred the matter to Col  
Pridemore, as my atty in the premises  
All I ask or want, is to be made whole  
in the matter, I have lawed & waited now  
10 years or more in this case I cant afford  
now to suffer, & if you can compromise  
the debt with Col P. with out expen  
se to me or your Co, I think would  
be well to do so, In case the Court Con  
firmes the sale

Yours frd  
Chas E Baylor



114  
32  
124  
270  
38  
300.

88  
32  
55  
175  
80  
28  
280



*Jonesville, Va.* October 25th 1894.

Chas. E. Baylor, Esq.

Boon's Path, Va.

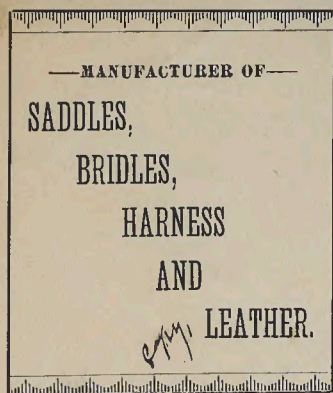
Dear Sir:--

As you are aware L.D. Fulkerson and wife conveyed to the L. & N.R.R. Co. a strip of land for right of way and depot purposes through the tract of land recently purchased by you at judicial sale. Also right to draw water from the spring on the lot upon which the house stands, together with the right to lay a line of pipe from said spring to the tank erected near the depot, with the privilege of going on to said land to repair said line of pipes. The line of pipes thus laid are at least 20 inches below the surface of the ground and do not interfere in any way with the use of the land. The strips of land conveyed, together are 270 feet wide and 600 feet long; and contains 3.72 acres. I am desirous of purchasing this strip of land from you, together with the water privileges granted, and am willing to pay a fair and full price for the same. Will you please write me at your earliest convenience what you will take for the same in the event the sale is confirmed, and you become the owner of the land. I want to adjust this matter as soon as possible. The land was conveyed to us by Mr. Fulkerson in good faith, was accepted by us in good faith. We have done on it everything required and it is only the misfortunes of Mr. Fulkerson that has caused the trouble, and I am anxious as above stated to settle the matter amicably and satisfactorily with the least possible trouble both to yourself and to the Company, which I represent. Please write me at once.

Very truly yours &c.

*L. T. Duncan*





—OFFICE OF—

**C. E. BAYLOR,**

—DEALER IN—

**GENERAL MERCHANDISE.**

COUNTRY PRODUCE A SPECIALTY.

Boon's Path, Lee Co., Va., Oct 26<sup>th</sup> 1894

Wm A. L. Pridemore

Jonesville Va

Dr Sir

I hand you C-T-D- letter take notice,  
after you are thoroughly in the case  
I do what you deem best for my cash—  
It will take at least \$400 to make me  
whole, Judge Morgan has all the assets

Yours truly  
Chas. E. Baylor

5400  
3600  
1800



C. E. Baylor -

2.3. Depos.

L & A. R. R. Co

---

\$1140 for taking  
these depositions  
pd. by C. E. Baylor  
J. A. S. Hyatt

---

Filed October 12th 1896  
A. B. Munsey Clerk

(7.)



Virginia Lee County to wit—  
This <sup>day</sup> L. D. Fulkerson personally  
appeared before me the undersigned  
and made oath, that on the 16<sup>th</sup> day  
of Dec. 1892, on the day and at the time  
the deed of trust filed in the Chancery  
Courts of C.E. Bayler, and George W. Gibson  
and others, pending in this Court against  
affiant and others, that in consider-  
ation of the execution of said deed  
of trust among other things, the said Bank  
of Shewanee, authorized O. G. Fulkerson  
to take said deed of trust and authorized  
the said Fulkerson as its atty to make  
and carry out the agreement, contained  
in the papers filed marked "A" that  
agreement "A" was entered into in good  
faith by affiant and he knows the  
fact that the paper is in the hand  
write of said O. G. Fulkerson whom  
he knows to be the atty of the Bank  
of Shewanee. and affiant further  
states that he has paid and executed  
his notes to pay the interest charged  
him by said Bank up to first of  
Jan. 1894 - That they through their offi-  
cer accepted said notes for the interest  
aforesaid. and that said Bank instituted  
before a justice of said County action  
on said notes and that by appeal  
the said last named suits are now  
pending before the County Court of Lee  
County Va. Given under my hand this  
Nov. 16<sup>th</sup> 1893 D. C. Sewell  
Not Pub for Lee Co Va



L. D. Fulkerson

2d Affidavit

Case of Shawnee  
Bank v. Fisk



*L & N. R. R. Co.*  
(1) *Exas. E. Baylon*

*3 In Chancery*

The depositions of John W. Logsdon, *H. C. S. Richmond,*  
*and C. T. Duncan* taken pursuant to agreement at the  
Office of C. T. Duncan, in the town of Jonesville Va. on the 4th day of  
June 1897, before me John A. G. Hyatt, a commissioner in chancery for the  
Circuit Court of Lee County Virginia, which depositions are intended to  
be read as evidence on behalf of the Louisville and Nashville Railroad  
Company in a certain suit in Chancery now pending in the Circuit Court  
of Lee County Va. on an Amended bill, in which C. E. Baylor is the Complai-  
nant and the said Louisville and Nashville railroad Company and another  
are defendants:

Present, A. L. Pridemore Attorney for Plaintiff

C. T. Duncan Attorney for Defendant

John W. Logsdon a witness being duly sworn deposes and says:

Ques. 1. Please state your age, residence and occupation?

Ans. - I am 39, reside at Middlesboro, Ky., and am Superintendent of the  
Cumberland Valley Division of the Louisville & Nashville Railroad Com-  
pany.

Ques. 2. -- Were you present in Jonesville at the January Term <sup>1895</sup> of the County  
Court of Lee County when E. W. Pennington, Commissioner, sold the lands  
of L. D. Fulkerson, now deceased? And if you state that you were, state  
whether or not you were a bidder for said land?

Ans. -- I do not remember the date, but was present when the land above  
referred to was offered for sale, and I purchased it.

Ques. 3. -- Please state as nearly as you can what lands Mr. Pennington  
represented or announced that he was selling?

Ans. -- It was my understanding that he was offering for sale the property  
of L. D. Fulkerson, of Ewing, Va., which consisted of the house and  
lot then and now occupied by Mrs. Hattie Fulkerson as well as the tract  
known as the Gibson tract of land, through which the Louisville & Nash-  
ville Railroad ran, the right of way for which was secured from L. D.  
Fulkerson, Hattie Fulkerson, his wife and a Mr. Bales, I think R. M. Bales

Ques. 4. -- Did Mr. Pennington, Commissioner, on that occasion except from  
his sale of the Gibson tract of land any part of it? If so, state what  
part he so excepted?

Ans. -- None excepted in my presence.

Ques. 5. -- Were you present all the time while said sale was being made?



Ans.--Yes, Sir.

Ques.6.--Did you understand at that sale that Mr.Pennington was selling all of the Gibson tract of land which Mr.Fulkerson had purchased including as well the right of way and depot grounds on said tract as the other part of said land?

Obj.--The foregoing question is objected to because leading and because the understanding of the witness is not competent. The facts only should be stated, not the opinion of the witness.

*A. L. Pride more*

Ans.--I did. If I had not I would not have bid on the property as I purchased it only for the purpose of perfecting our title to right of way, depot grounds &c.

Ques.7.--Was anything said by Mr.Pennington in your hearing or presence that would in any way have lead you to believe that he was not selling the whole of said Gibson tract? If so, state what it was.

Obj.--The foregoing question is objected to because both leading and suggestive.

*A. L. Pride more*

Ans.--No, sir.

#### Cross Examination.

Ques.1.--Please state whether or not you refer to the sale made when C. E.Baylor purchased saidland or the sale at which you put in an up-set bid and became the purchaser.

Ans.-- The sale at which I became the purchaser.

Ques.--Please state whether or not on that occasion you heard A.L.Pride more ask the Commissioner, E.W.Pennington, the direct question "Whether or not he was selling the Railroad property." and the said Pennington refused to answer, but stated that he was selling whatever L.D.Fulkersb had and the purchaser and the Railroad could fight that matter out?

Ans.--I did not hear this question asked.

Ques.--Please state what price you bid the land off at?

Ans.--\$4100.00

Ques.--Please state whether or not you still own that tract of land? And if not, to whom you have sold it, and the price you received for it?

Ans.--I do not still own it. I sold it to Mrs.Hattie Fulkerson at the Price



price of \$4100.00.

Ques.--In your sale to Mrs.Fulkerson did you sell the entire property or did you reserve the railroad track, right of way and improvements thereon?

Ans.--~~We~~ sold the entire property, she deeding to us the railroad property. When I conveyed to her, I reserved the railroad property.

Ques.--Since your sale to Mrs.Fulkerson, have you at anytime made conveyance or sale to the L.& N.R.R.Co. of the railroad track, right of way and improvements thereon through said land, or are you still the owner thereof under your bid?

Ans.--I can not remember how this is, but I will examine the recods and answer more fully hereafter. Since doing so I find that I executed two papers marked respectively "1" and "2" which I here file with this deposition.

Ques.--Please state whether or not the Railroad Company has or is bound to pay you any sum of money over and above the \$4100.00, your bid? If you answer yes, please state the amount.

Ans.-- No, sir. I was acting as agent for the R.R.Co.

Ques.-- Then, If I understand you correctly, you had no personal interest in the bid, but it was done in your name for the convenience and for the benefit of the L.& N.Railroad?

Ans.--I purchased it for the purpose of perfecting our title through the lands heretofore mentioned, and to enable Mrs.Fulkerson to purchase from me her home and the Gibson tract.

Ques.--At and before the upset bid was put in by you, was there not an agreement and understanding between you and Mrs.Hattie A.Fulkerson to the effect that she was to take the tract of land, all except the Railroad property at the price of your bid, \$4100.00?

Ans.- I don't remember when the agreement you mention was made whether before or after the upset bid. It was before I purchased the property this agreement Mrs.Fulkerson was to have the land I purchased and I was to deed the Louisville & Nashville Railroad Company the right of way, depot grounds &c.~~to~~ <sup>thus ed</sup> obtain when I purchased the land.

Ques.--I notice by your exhibit No.2. that there is 3.72 acres of said land. Please state the value of said land as it now is including the Railroad's improvements, and including the water right for the use of



the tank near the depot?

Obj.--So much of this question as seeks to obtain the value of the water privilege, that is, the privilege of drawing water from the spring mentioned in said exhibit, and the value of the right of piping the same until said line of pipes will reach the Gibson tract is objected to because ~~next~~ the spring upon which said water is, is not brought from the Gibson tract of land, therefore immaterial.

C.T.Duncan, for deft.

Ans.--\$3000.00 or more.

Ques.--I will ask you to please state on whose land the spring from which the pipes run and through whose land it passes until it reaches the Gibson tract.

Ans.-- My recollection is that the spring is located on the land owned at the time the water privilege was secured by L.D.Fulkerson and Hattie Fulkerson and R.M.Bales, on what is known as the 4 acre tract.

Ques.--Please state the fair cash value of this right of water for the purposes of the Railroad independent of any improvement put upon it by the Railroad, and the fair cash value of the land 3.72 acres independent of any improvement? at the time you made the purchase referred to by you?

Obj. The foregoing question and any answer thereto in so far as it seeks to obtain the value of the privilege of drawing water from said spring is objected to because the lien of the plaintiff's judgment could not attach to that right.

C.T.Duncan, Atty for Deft.

Ans.--Water right \$100.00, land \$200.00

Re- Examined.

Ques.--Please state the size of that spring?

Ans.-- It is a very large free flowing spring.

Ques.--Please state whether or not after the Railroad Company withdraws from said spring all the water that it is withdrawing or has the right to withdraw, if there is still enough left for family and farm purposes?

Ans.-- Yes. There is no perceptible decrease of the flow below in-take pipe or the pipe from which the Railroad Company supply is taken.

Ques-- And further this witness saith not.

*Thos. J. Gordon*



H.C.T.Richmond another witness of lawful age being duly sworn deposes and says:

Ques. 1. Are you acquainted with the lands of L.D.Fulkerson deceased sold by E.W.Pennington Commissioner in the Chancery caues of C.E.Baylor against said Fulkerson and G.W.Gibson against the same and another?

Ans.-- I am.

Ques. 2.--Were you present when the said Pennington, Commissioner, sold said lands the first time when C.E.Baylor became the purchaser?

Ans.--I was.

Ques.-- Please state what lands Mr.Pennington on that occasion sold?

Ans.--Mr.Pennington stated that he was selling the 4 acre lot and the Gibson land. He told me afterwards that he had sold all the lands that were embraced in the bill filed in 1888.

Ques.--Please state if at that time, to wit, the sale made by E.W.Pennington, Commissioner, when Mr.Baylor became the purchaser, if Mr.Pennington excepted from the Gibson tract any part thereof?

Ans.--I do not remember of any exception being made.

Ques.--Did you have any conversation with Mr.Baylor after the land was knocked off to him? If so, state where and what he claimed he had purchased.

Obj.--The foregoing question is objected to because the records show, and the sale to Mr.Baylor is not involved, and his statements are immaterial.

*A. L. Richmond*

Ans.--I had a conversation that evening on the L. & N. train that evening as we went home. Mr.Baylor said he had purchased the property to secure his debt. He said he did not want the property. I told him I would give him the same amount of money he had paid for it. He said he would not take it, that he wanted more money for it.

Ques.--After that time and before the sale was made at which Mr.Logsdon became the purchaser did you at the request of ~~XXXXX~~ C.T.Duncan or any other person representing the Louisville & Nashville Railroad Company make any arrangements with Mrs.Hattie A.Fulkerson or L.D.Fulkerson, her husband, in reference to the purchase of said land by said Railroad Company or some one for it for the benefit of Mrs.Hattie A.Fulkerson. If so, state all about it.

Obj.--The



Obj.--The foregoing question is objected to because it is immaterial, and because by the laws of Virginia a Railroad Company cannot, buy, sel and speculate in real estate, and what it can not do by itself it cannot do by another.

A.L.Pridemore, for plff.

Ans.--Yes, sir I made such arrangement with Mr.Duncan and Mr.Logsdon for Mrs.Fulkerson and at her request and at the request of Mr.Fulkerson The arrangement was that the Railroad Company was to put in an up-set bid, buy the property, carry it for Mrs.Fulkerson until she was able to pay for the property, they reserved in the arrangement with her the strip for right of way. This arrangement was carried out I suppose as the records will show.

Cross- Examination.

Ques.--Was Mrs.Fulkerson to pay the Railroad?whatever the Railroad paid Ans.the land, and the Railroad to have the right of way and lands on which its track was for the accommodation extended to her? Is that correct?

Ans.--That is correct.

Ques.--Please state whether or not there was any price fixed which the road was to bid, or was that matter left entirely wit them?

Ans.--My recollection is that they were to bid until Mrs.Fulkerson should stop them.

Ques.--Please state whether or not at the time the sale was made to C. E.Baylor you heard A.L.Pridemore then acting for Mrs.Fulkerson, ask the Commissioner, E.W.Pennington, what he was selling, whether or not he was selling the Railroad property? If you answer yes, please state what Pennington said as near as you remember.

Ans.--I do not remember having heard such conversation.

Ques.--If on the day of the sale to Baylor and the day of the sale to Logsdon you heard Pennington, the Commissioner, make any statement indicating that he was selling the Railroad depot and property, state what it was?

Ans.--My recollection is that he first sold the house & lot and the Gibson land separately, then as a whole. I heard nothing said about selling Railroad property that I remember.

Ques.--If on either of those days that the sales were made it had been



announced and understood that the Railroad property was being sold, including the water tank and depot, would not said property have brought a much greater price than it did?

Ans.--That I can't say, but taking in consideration the valuation of the railroad property possibly it would have brought more.

Ques.--Is \$4100.00 more than a fair value for said tract of land including the house and lot, outside of and independent of the Railroad property?

Ans.--Mr. Fulkerson paid \$3750.00 for the land. I suppose his house ~~was~~ was at the time it was built worth \$1000.00. At the time of this sale the land was not worth as much nor neither was the house. I think taking the wear and tear of the house and land in consideration \$4100.00 would be a fair value.

Ques.--State the time as near as you can, whether before or after the sale to Logsdon, the arrangement you speak of was made between the Railroad and Mrs. Fulkerson?

Ans.--It was made before, is my recollection.

Ques.--At the time of said sales and at the present time is and was Mr. C.E. Baylor a man financially able to have purchased and paid for said property.

Obj.--Objected to because irrelevant and immaterial.

C.T. Duncan, for Deft.

Ans.--As to Mr. Baylor's financial ability I know nothing except as to outside appearances and what I hear. My opinion is that he was able to have purchased and paid for the property.

Re-examined.

Ques.--Would said land, in your opinion, in January 1895, as an entirety, including Fulkerson's part of the Gibson land as well as the house and lot have brought \$4100.00, if the Railroad had never been built?

Obj.--Objected to as irrelevant and immaterial and not the correct mode of valuation.

A.L. Pridemore, Atty. for Plff.

Ans.--I should think that would have been a high price for it.

And further this witness saith not.

*W.C. J. Richmond*



C.T.Duncan, another witness of lawful age, being duly sworn deposes and says:

Ques.-- Were you present at the sale made by Commissioner E.W.Pennington at which C.E.Baylor became the purchaser? If so, state what lands he then sold?

Ans.--I was present at said sale, and was watching the matter as carefully as I could. I understood Mr.Pennington to sell the house and four-acre lot where L.D.Fulkerson then lived and to sell that part of the Gibson tract purchased by L.D.Fulkerson from the Gibsons and from H.C.T.Richmond, being three-fourths of said Gibson tract of land.

Ques.--After said sale, did you, acting for the Louisville and Nashville Railroad Company, try to buy the right of way &c. theretofore conveyed by said Fulkerson and wife to said Railroad Company from C.E. Baylor?

~~Ans.--On the 25th day of October 1894~~ The foregoing question is objected to because it is immaterial, and because there is no evidence that ever said Railroad Company acknowledged or admitted that their property had been sold, but upon the contrary they were in the every day use and possession before during the time of and after said sale up to the present. And there is no authority shown from said Company that it ever authorized any such proposition to be made.

A.L.Pridemore, for Plff.

Ans.--On the 25th day of October 1894 I wrote to Mr.Baylor stating to him among other things that I desired to purchase said strip of land, which is fully shown by my letter of that date filed with the deposition of C.E.Baylor heretofore taken in this cause, and to which I refer as showing exactly what I did write to Mr.Baylor. To that letter I received an answer stating that he had received my letter and had referred the matter to Gen.Pridemore as his attorney, and referring me to Gen Pridemore. That letter is also filed with Mr.Baylor's deposition and I refer to the same which will speak for itself. After that I had a conversation with Gen.Pridemore in reference to it. Gen.Pridemore asked me \$1000.00 for the rights I proposed in my letter to Mr.Baylor to purchase, which I declined to give, And after that filed for the Louisville & Nashville Railroad Company a petition asking to be allowed to up-set said bid



upset said bid and I refer to said petition for information in regard thereto.

Ques.--Were you present at the sale made by Mr. Pennington at which J.W. Logsdon became the purchaser? If so, state what lands Mr. Pennington then sold.

Ans.--I was present at said sale. I understood Mr. Pennington to sell the lands which he had theretofore sold of Mr. Fulkerson's which was 3/4 of the Gibson land and the house & 4-acre lot. I was watching the matter very carefully, and if I had understood any exceptions as being made, I would not have allowed any bid to have been made by Mr. Logsdon on said up-set bid until the matter was fully settled.

Ques.--At both of said sales whom were you representing?

Ans.--I was representing the Louisville and Nashville Railroad Company, In my letter to Mr. Baylor. And I was watching said sales, both of them, The last one on account of the up-set bid that had been put in by said Railroad Company, and the first one to see if Mr. Pennington did sell all of said Gibson tract of land.

Ques.--Please state whether or not you had authority from the Louisville & Nashville Railroad Company to make the proposition you did make by your letter above referred to? to Mr. Baylor?

Ans.--I did. I had the exclusive authority between Cumberland Gap and Norton for the purchase of all lands needed for right of way or depots and yards.

#### Cross-Examination.

Ques.--Had you any specific authority to purchase the Gibson tract of land for the L. & N.R.R. and enter into the arrangement with Mrs. Fulkerson, or was you acting under your general power?

Ans.--I was acting more directly under my general powers, though I was directed that in the exercise of those general powers ~~that~~ if I thought it best to put in the up-set bid.

Ques.--Have you any letters or correspondence from the L. & N.R.R. or of its officers or agents in reference to this matter, and you answer that you have, please produce and file them with this deposition or copies thereof.

Ans.--The most specific direction which I had in reference to it were



verbal and in the office of the Chief Attorney of said Road at Louisville and also have some letters referring to the matter and will file the same. I here file a letter from H.W. Bruce, Asst. C.A. dated Nov. 10th 1894, marked "H.W.B.1", another dated Nov. 7th 1894 marked "H.W.B.2", another from J.W. Logsdon, Supt. C.V. Div. dated Oct. 30th 1894 marked "J.W.L.1." another from the same party marked "J.W.L.2.", another from H.W. Bruce dated Jan. 5th 1895 marked "H.W.B.3." I may have others but so far have not found them.

Ques.--I notice several of the letters you file are answers to letters from you. Have you copies of your letters to which these are answers? If you answer yes, please file them.

Ans.--I file three letters one dated Nov. 8th 1894, one dated Jan. 4th 1895, and one Jan. 21st 1895. which are marked respectively "C.T.D.1", "C.T.D.2." and "C.T.D.3." One dated Nov. 20th 1894 marked "C.T.D.No.4"

Also two other letters to J.W. Logsdon one dated Oct. 25th 1894 and the other dated Oct. 30th 1894 marked respectively "C.T.D.5." and "C.T.D.6." If there are any others I do not find them now, and my recollection is that the first thing in regard there in the office with me in person.

Ques.--In your correspondence with Mr. Baylor and in your talk with A.L. Pridemore just detailed by you, at that time, was it not well known to you as a lawyer that Mr. Baylor could not sell said strip of land before the sale was confirmed to him by court? And was not such proposition a mere mode of settling and adjusting Baylor's claim on the Railroad property before going to the trouble of putting in an up-set bid?

Ans.--I knew when I wrote to Mr. Baylor and when I had the talk with Gen. Pridemore that Mr. Baylor could not pass title by any sale made by him or make a binding contract to said land until said sale was confirmed, and my proposition to him was to buy the land and the water privileges embraced in the deed of L.D. Fulkerson et al to the Company in the event that the sale was confirmed to him. Certainly my object was to settle and adjust the matter without putting in an up-set bid. I thought Mr. Baylor had purchased the whole thing and that if I could buy from him at a fair price, that that would end the matter.

Ques.--Acting for the Railroad on the day of the sale to Baylor if you had known that said ~~sale~~ sale would have been final and carried with



it the Railroad property, would you not have bid a much greater sum for the property?

Ans.--If I had known that the sale was final, I mean by that that I could not have put in an up-set bid, I think I would have bid more for the property, but not a very large sum, because I thought that I could condemn the property and not cost a very much larger sum than the \$3650.00 bid by him, but afterwards I had the conversation with Mrs. Fulkerson in which she desired me to aid her in the purchase of the land and the up-set bid of \$4100.00 was largely the result of that conversation, she being willing to pay that much. I do not think now that if I had known the sale was final that I would have bid over \$4000.00 or \$4100.00 at the most at the first sale.

Ques.--You were present when the question was propounded to Mr. Logsdon as to the question propounded to the Commissioner by A.L. Pridemore at either the first or second sale. State your recollection of what occurred?

Ans.--My recollection is that at the last sale when Mr. Logsdon became the purchaser that about the time Mr. Pennington commenced making the sale that Gen. Pridemore or some other person, my best impression being that it was Gen. Pridemore, asked Mr. Pennington what land he was now selling, and he answered the Fulkerson land. If I heard anything else I do not now remember it.

Ques.--During the sales by Pennington did he at anytime announce that he was selling that railroad property. If he said anything in reference to Railroad property on that occasion please state what it was.

Ans.--He did not announce in my presence that he was selling the Railroad property, and if he said anything at all about the Railroad's property I did not hear it, or at least I do not now remember it. I understood it to be a sale of the entire Gibson tract and the entire lot without exceptions or reservations.

Ques.--Was there any announcement made on that day by Pennington or any one else to the bidders that the Railroad's depot, water tank, track and sidetrack was situated upon the Gibson tract then being sold?

Ans.--I can't remember what he said about that, but I do remember that at one or the other of the sales he said that the land was located at



Ewing, Va. and that the depot was on or near to the land, but I can't remember hearing anything about the water tank being mentioned, and I can't remember distinctly what was said about the depot.

And further this witness saith not.

*C. T. Duncan.*

Virginia, Lee County, to wit:

I, J.A.G. Hyatt, a Commissioner in Chancery for the Circuit Court of Lee County, do certify that the foregoing depositions of J.W. Logsdon H.C.T. Richmond and C.T. Duncan were duly taken, subscribed and sworn to before me at the time and place and for the purposes in the caption mentioned. Given under my hand that the 4th day of June 1897.

*J. A. G. Hyatt  
Comm in chcy for  
Lee County circuit court*

*Comm fee 6 hours  
\$ 4.50*



L. & N. R. R. Co.  
ado  $\frac{3}{4}$  Depo. for  
Defendant  
O. E. Baylorn

---

Received from  
Court before whom  
taken and filed

June 4<sup>th</sup> 1897.

J. V. F. Richmond Deputy  
for A. B. Munsey clerk  
Lee Circuit Court

Court fee \$4.50

(8)



Chas. E. Baylor

Plff 3

vs  
L. D. Fulkerson

Def 3

In Chancery

To the Hon. St. S. K. Morrison  
Judge of the Circuit Court for Lee  
County Va

Your undersigned Com-  
missioner respectfully reports  
that in obedience to the demands  
of a decree entered in the above  
styled Cause March 7<sup>th</sup> 1893, I  
proceeded to post notices at  
the Court house door of Lee County  
at Walnut Hill, at Ewing and  
at Shawance, on or about the  
20<sup>th</sup> day of April 1893, showing that  
I resided at my office in the town  
of Jonesville Va on the 22<sup>nd</sup> day of  
May 1893 proceed to list and determine  
all liens existing against the real  
estate of the Defendant L. D. Fulkerson  
I also notified said L. D. Fulkerson  
by a letter addressed to him at Ewing  
and put in the post office at Jonesville  
asking him to appear before me  
and look after his interest in the  
Statement of said liens. He failed  
to appear, so it was only left to me  
to consult the records of the Clerk's office



Some old Chancery Causes, and the Chancery Cause of George W. Gibson vs L. D. Fulkerson et al, and the Chancery Cause herein styled, I will add here that Judge H. J. Morgan gave me valuable assistance in my search and investigation of the matter referred to me -

And by reference to list of liens herewith filed, marked "L," it will be seen that the first lien reported is in favor of George W. Gibson and is a purchase money lien on the 130 acre tract of land mentioned in these proceedings - and is a prior lien existing on or against this tract of land only and should together with interest and cost be first paid out of the sale of this particular tract of land, said lien including interest and cost of Chy suit down to June 1<sup>st</sup> 1893 amounts to the sum of \$1222.00.

The following seven liens as shown by the list "L," are all of equal dignity, all having been the Judgment of the Circuit Court, by decree



entered in the Chancery Cause of  
A. Edmonson Guardian vs L. D. Fulkerson  
son et al. See Copy of decree filed  
in this Cause, the first one of which  
is in favor of Chas E. Baylon and amounts  
including interest and estimated costs of suit  
after crediting same with \$90.<sup>00</sup> Sept. 1/889  
to the sum of \$2770.44, See 2+1 in  
Margin - The next one marked 2+2 in  
the margin is shown to be due A. L.  
Pridemore, and on the 1<sup>st</sup> June 1893  
amounts to the sum of \$140.67.

The next one marked 2+3 is in favor of  
The Bays Children, and amounts on the  
1<sup>st</sup> June 1893, including interest and  
costs to the sum of \$46.69.

The one marked 2+4, is a balance  
yet unpaid to A. Edmonson Guardian  
for all the heirs of N. W. Edmonson  
as will be seen I have given credit  
as shown by fi fa herewith filed  
which I presume is all the payments  
made on this decree, however should  
other payments <sup>appear to have</sup> been made by said  
Fulkerson, J. W. Orr the attorney  
for said Edmonson informs  
me he will readily give said  
Fulkerson credit therefor on  
his producing evidence thereof



the balance due on said decree on the 1<sup>st</sup> June 1893, including interest & Costs amounts to the sum of \$305.02

The next lien listed marked 2+5, is of the same nature and may be subject to same corrections, but as evidenced by fi fa herein filed, there is yet unpaid of this Decree down to June 1<sup>st</sup> 1893 including interest & Costs the sum of \$189.88

The next lien listed is in favor of the heirs of Elizabeth Green, but I learn through Judge Morgan that this decree has been assigned over to James D. Morgan and Andy Myers and on this there is due on the 1<sup>st</sup> June 1893 the sum of \$271.95 - see 2+6 And 2+7 - is a like decree due to Emma Barber and amounts on the 1<sup>st</sup> June 1893 to the sum of \$55.73.

These make up the seven liens above referred to as all being of equal dignity in point of priority and after the satisfying of the purchase money lien due George W. Gibson, would all come in and bear equally on the land sold by Gibson to Fulkerson as well as on any and all other



lands owned by said Fulkerson, after the settlement of which, the next lien in point of priority is in favor of the Citizens Bank and Trust Co. marked in margin 3, and is for Confessed Judgment in the clerk's office of the Circuit Court for Lee County on the 12<sup>th</sup> October 1892, and amounts on the 1<sup>st</sup> June 1893 to the sum of \$514.79, which includes interest & costs down to said time.

The 4<sup>th</sup> lien in point of priority is in favor of the Bank of Shawnee for deed of Trust executed by L. O. Fulkerson and Hattie A. Fulkerson on the 16<sup>th</sup> day of December 1892 to John R. Gibson Trustee to secure to the said Bank <sup>in the payment of</sup> Eight notes fully set out and described in said deed of Trust, which deed was admitted to record in Lee County Court clerk's office on the 19<sup>th</sup> Decr. 1892, hence said lien was made operative on said day. 19<sup>th</sup> Decr. 1892, the said Eight notes including interest down to June the 1<sup>st</sup> 1893, and the costs of Deed Trust & recording aggregate the sum of \$2706.10 (See 4)

The 5<sup>th</sup> and last lien found to exist is



of Eliza A. Taylor and is for Judgment  
of Lee County Circuit Court which  
became operative on the 6<sup>th</sup> day of  
March 1893, which amounts incl  
uding interest & costs down to June  
1<sup>st</sup> 1893 to the sum of \$476.60.

The aggregate amount of said  
liens are shown to be the sum of  
\$8699.87, on June 1<sup>st</sup> 1893. So it  
is evident that the lands mentioned  
in the Bill and proceedings, will  
not in five years rent for a  
sum sufficient to pay this large  
sum of money and it will be  
doubtful whether or not the same  
will sell for a sufficient sum  
to discharge this indebtedness.

And now having fully met  
the requirements of said decree  
your Court prays to be hence  
dismissed with his reasonable  
costs.

Respectfully submitted  
J. A. Hyatt  
Clerk



1  
Chas E. Baylorn  
3 Comrs Report  
vs 3 of Licns  
L. D. Fulkerson et al  
Filed June 3<sup>rd</sup> 1893  
J. A. S. Hyatt & Co

Comrs fees \$35.00



The Chancery Causes of

Geo.W.Gibson Vs. L.D.Fulkerson et als

and

C.E.Baylor Vs. L.D.Fulkerson et als

In account with

E.W.Pennington Commissioner.

1894.

To amt. Paid J.A.G.Hyayy, Comr/ and as late clerk.....	\$95.94
To amt. Paid W.H.Edds for publication .....	6.00
To S.V.F.Richmond, County Court Clerk .....	1.00
To amt. paid G.W.Gibson for Jas. Vandeventer, Sheriff .	2.00
To amt. paid H.J.Morgan as atty. fee in Bayl or case.	15.00
To amt. Retained as atty. fee in case of Gibson	15.00
To amt. Retained as commission for sale of land ..	<u>82.00</u>
Total amt. paid out .....	\$217.00

1894.

Cr. By amt. received from C.E.Baylor, purchaser	<u>\$ 217.00</u>
---	------------------



1884.

Gr. By amt. received from C.E. Baylor, purchaser. \$250.00

Total amt. paid out ..... \$250.00

To amt. retained as commission for sale of land .. 28.00

To amt. Retained as atty. fee in case of Gibson 10.00

To amt. paid H.J. Morgan as atty. fee in Bay or case. 10.00

To amt. paid G.W. Gibson for 1 es. Vendue vendor, Sheriff. 2.00

To S.V.E. Richmond, County Court Clerk ..... 1.00

To amt. Paid W.H. Edds for publication ..... 0.00

To amt. Paid J.A.G. Hays, Comm. and as late clerk..... \$40.00

E.W. Pennington Commissioner.

In account with

C.E. Baylor vs. L.D. McKenison et als  
and

Geo. W. Gibson vs. L.D. McKenison et als  
The Chancery Causes of



Geo. W. Gibson            Complt.

Vs/

L.D.Fulkerson et als.

and

C.E.Baylor                Complt.

Vs.

L. D. Fulkerson,                      Deft.

To the Hon/ W/ T. Miller, Judge of the Circuit Court of Lee County:-

The undersigned E.W.Pennington, who was on the 5<sup>th</sup>/ day of June, 1894, by your Honor, in the above styled causes appointed a special Commissioner for the purpose, after having advertised the time, terms and place of sale in the Southwest Virginian, a news paper published in the town of Jonesville, for four successive weeks, & after having posted a written notice of the time, terms and place of sale for thirty days, on the front door of Balls & Snavelley's store-house, in this County and in the neighborhood of the land, he offered for sale the land in the said two causes mentioned, that is said L.D.Fulkerson's house and lot and that part of the Gibson tract which he the said Fulkerson was in the possession of, <sup>on</sup> on the 17<sup>th</sup>. day of September, 1894, (that being a court day) he offered said land for sale, but before any bids were received, & at the urgent request of the said Fulkerson and by the consent of said Gibson and said Baylor, two of the largest creditors in the said causes, the sale was postponed until the 15<sup>th</sup>. day of October, 1894, which day was also a court day; that pursuant to the terms of the said decree and said postponement, on the 15<sup>th</sup>. day of October, 1894, at the front door of the court house of Lee County in the presence of a large crowd, (that day being a court day) he again offered the said land for sale on the terms mentioned in the said decree in the said causes. Your com-



missioner first offered the said land in parcels, and first cried the gibson tract, and after a long time Geo. W. Gibson bid the sum of (\$150,000) Fifteen hundred dollars, and then offered the House and lot and the best bid on it was \$1200.00 offered by Mrs. Hattie Fulkerson, the wife of the said defendant. Then your commissioner offered both the House and lot and the Gibson tract together, and after a good deal of bidding and after crying the sale for a long time Chas. E. Baylor bid the sum of Thirty-six Hundred and Fifty dollars for the house and lot and the Gibson tract, which bid was the highest and best received, and consequently the same was knocked off to the said Baylor at the said sum of \$3650.00

On the said 15th. day of October, 1894, there were a large crowd of people in town, as it was a day set for public speaking. The land, at the request of Mr. Fulkerson was not offered for sale until after the speaking was over, which was about Three O'clock P.M., L. & N.R.R. time. He said he was expecting other bidders, and desired your commission to wait until after the speaking was over

The said Baylor, paid down to your Commissioner, as costs and commissions of sale the sum of Two Hundred and seventeen dollars, and executed his three notes with B.F. Kincaide as surety, for \$1144.33  $\frac{1}{3}$  each and payable in one, two and three years, and bearing interest from date of sale.

Your commissioner has paid out the said sum of two hundred and seventeen dollars as appears by a statement here filed as a part of this report, and Marked "A".

All which is respectfully submitted,

*W. H. Cunningham*

Special commissioner.



Geo. H. Gibson et al  
vs { Camrs. Report  
L. S. Fulkerson et al  
Filed October the 22<sup>nd</sup> 1894  
Ar 3 Munsey Clerk

(Bath)



1  
Chas. E. Baylor

Commissioners Office  
May 24<sup>th</sup> 1894

vs  
L. D. Fulkerson et al  
and

George W. Gibson

In Chancery

vs  
L. D. Fulkerson et al

To the Hon. W. S. Miller  
Judge of the Circuit Court for Lee  
County Va

Your undersigned Court  
reports, that in obedience to  
the directions of a decree entered  
in the above styled Causes on the  
15<sup>th</sup> day of March 1894, I gave all  
the parties in interest written  
notices, and posted like notices  
at the front door of the Court  
house, at Ewing Va and at  
Shawnee Tenn on or about  
the 16<sup>th</sup> day of April 1894, showing  
that I would at my office in  
the town of Jonesville Va on  
the 17, 18 & 19 days of May 1894  
proceed to perform the duties  
assigned me in said decree.

On the said 17<sup>th</sup> day of May 1894  
I commenced the work assigned



2  
and continued the same until  
the 24<sup>th</sup> day of May 1894. Hoping  
that the Defendant L. D. Fulkerson,  
who was reported to me as being  
quite unwell, would appear  
before me and do any thing  
necessary to protect his interest  
in these Causes - but he and  
all others failed to put in  
an appearance, hence Your  
Commr. as in his former  
report, was only left to consult  
the lien docket in the County  
Court clerk's office, and copies  
of Trust Deed herein filed as  
a basis of his operation, toge-  
ther with some old Chancery  
Causes and decrees long  
since entered therein.

It will be seen by reference  
to list of liens herewith filed  
marked "X Y". That the 1<sup>st</sup> lien  
listed is a specific lien in favor  
of George W. Gibson against the 130  
acre tract of land sold the Deft.  
L. D. Fulkerson by him, all the  
particulars of which is fully  
set out in the Chancery Cause  
of said Geo. W. Gibson vs L. D. Fulkerson.  
Et al to which reference is here made



3

As will also be observed one half the purchase price or note was paid by H. L. T. Richmond on the 2<sup>d</sup> day of October 1888, and afterwards on the 1<sup>st</sup> Octo 1889, \$112.76 the exact amount of the accumulated interest, seems to have been paid by the said L. D. Fulkerson, but there is due on said note on June 1<sup>st</sup> 1892, the sum of \$939.76 Prin, \$263.13 accumulated interest and Estimated Costs of suit \$75.11 aggregating the sum of \$1278.00.

This is a prior <sup>and</sup> specific lien on the 130 acre tract of land in these proceedings mentioned only, and should be first paid out of the money arising from the sale of this particular tract of land.

The following seven liens are shown by List "X" Y, are all equal as to priority they all having been the Judgt. of the Circuit Court, by decree entered in the Chancery Cause of A. Edmondson Guard, &c against L. D. Fulkerson et al on the 3<sup>rd</sup> day of September 1887, see. Copy of Decree "A.B." filed herein, the first one of which is in favor of



which is in favor of Charles E. Baylon and amounts including  
It interest and costs on the 1<sup>st</sup> June 1894 to the sum of \$2894.23, of which sum \$1979.91 is principal 2x1.

The next one marked in margin 2x2 is in favor of A. L. Pridmore and on the 1<sup>st</sup> June 1894 amounts to the sum of \$146.67, of which sum \$100.00 is principal

The next one marked 2x3 is in favor of A. Edmondson Guardian for all the heirs of D. M. Edmondson  
See decree Sept. 3<sup>rd</sup> 1887, and fi fa herewith filed, on which several credits appear leaving a bal due thereon June 1<sup>st</sup> 1894 of \$315.39 of which sum \$227.99 is principal, possibly other payments may have been made by L. D. Fulkerson on this fi fa. if so, J. W. Orr Atty for said Edmondson informs me, he will readily give said Fulkerson credit thereon, upon his producing evidence thereof.

The next lien listed marked 2x4 is in favor of said A. Edmondson Guardian for Mary F., Chas. E., and W. F. Edmondson for like decree of Sept. 3<sup>rd</sup> 1887, and likewise

2x3-  
2x4



5<sup>r</sup>

Subject to credits endorsed on fi fa and may also be subject to other credits if properly shown, the remains as shown by fi fa yet unpaid of this decree on the 1<sup>st</sup> June 1894 the sum of \$198.45 of which sum \$143.30 is principal.

The lien marked 2x5, is in favor of The Bays Children for like decree Sept 3<sup>r</sup> 1887, and amounts to \$48.63 on June 1<sup>st</sup> 1894 of which sum only \$32.02 is principal.

The one marked 2x6 is in favor of Emma Harber for like decree Sept. 3<sup>r</sup> 1887 and amounts on June 1<sup>st</sup> 1894 to \$58.03 of which sum \$38.44 is principal.

The lien marked 2x7 is the last one of this class of liens, and as shown by said decree of Sept. 3<sup>r</sup> 1887 was rendered in favor of the heirs of Elizabeth Green, but which has by them been assigned to James D. Morgan and Andy Myers hence now stands in their favor and amounts on the 1<sup>st</sup> June 1894 to the sum of \$283.48 of which sum \$192.22 is principal. as before stated these seven liens are all on equality, and 2<sup>n</sup> in



point of priority as against the 130 acre tract of land mentioned and 1<sup>st</sup> as against any other lands owned by the said L.D. Fulkerson.

The 3<sup>rd</sup> lien in point of priority is in favor of A.L. Pridemore and J.A.G. Hyatt clerk & court, as shown by a decree entered Chcy O.B. 141 in the Chancery Cause of S.M. & O.B. Beaty vs L.D. Fulkerson Curator of the Estate of Lehas. Daugherty decd, as is also further shown by fi fa herewith filed marked "3," which shows that there is due A.L. Pridemore on the 1<sup>st</sup> June 1894 the sum of \$189.52 of which sum \$105.00 is principal and that there remains unpaid to J.A.G. Hyatt clerk and court, in said Cause the sum of \$44.55 aggregating on this lien the sum of \$234.07. It is proper to state here that the said L.D. Fulkerson at some time after this decree was entered, made an arrangement with said Hyatt to pay his fees in this Cause but has failed to do so, the



decree was not marked satisfied because it was never paid, hence your Commr. reports the same.

The 4<sup>th</sup> lien listed is a bal of costs unpaid to J. A. G. Hyatt as shown by a decree entered in the Chancery Cause of A. Edm andson Guardian vs L. D. Fulkerson Curator &c, Sept 5<sup>th</sup> 1889. See Chcy. O.B. 225, 6 & 7. Said L. D. Fulkerson likewise promised and undertook to settle this fee but failed to do so, hence this lien is likewise reported.

The 5<sup>th</sup> lien is in favor of the Citizens Bank & Trust Co. for Judgment of the Lee County Circuit Court Octo. 12<sup>th</sup> 1892, and amounts including interest and costs on the 1<sup>st</sup> June 1894 to the sum of \$547.21 of which sum \$477.40 is principal.

The 6<sup>th</sup> lien in List 7. is in favor of Eliza A. TAYLOR for Judgt Lee County Circuit Court March 6<sup>th</sup> 1893. and amounts on the 1<sup>st</sup> June 1894 to \$493.17 of which sum \$432.00 is principal, this Judgt was rendered and docketed



after the Deed of Trust for the benefit of the Bank of Shawano was executed and recorded hence comes in after the Deed Trust, provided this Court holds the Deed Trust binding on the Bank.

It appears from proceedings in this Cause that the Bank comes into these suits and renounces the Trust Deed so far as it is concerned and seek collection of their claims on the law side of this Hon. Court, whether or not they have such rights will be determined by Your Honor. Your Court in his former report of liens, had no instructions from any one, nor had he any information save and except the records of the clerks offices in making up said list of liens. Nor has he had any thing else to govern his action in this list, except that Mr. B. H. Sewell attorney for the Bank of Shawano, instructed Your Court, that so far as the said



9

Bank was concerned, it does not desire the Trust deed spoken of reported for its benefit in said list.

But at the request of A. M. Gains Atty for Wilson, I have prepared and file herewith a list of liens marked "C," which does embrace the Trust lien, it being in this list 6<sup>th</sup> in point of priority, this list gives all the other liens on the amounts of Each and its priority, only placing the Trust lien 6<sup>th</sup> and the Eliza A. Taylor lien 7<sup>th</sup> in order of priority.

The aggregate amount of List "Y," on June 1<sup>st</sup> 1894 is \$6573.93; and the aggregate of List "C" on the 1<sup>st</sup> June 1894 is \$9369.43 - It is therefore apparent that the defendants lands will not in 5 years rent for a sum sufficient to discharge this large indebtedness, and a sale thereof will be unavoidable. Respectfully submitted

J. A. S. Hyatt  
Special Commr.

over



Commissioners Office

June 7<sup>th</sup> 1894

At the request of some of the attorneys in this cause I have prepared and attached to list of liens X Y, a special statement No 1, in which I report a lien in favor of Mrs June Fultou Trustee &c vs L. D. Fulkerson et al arising from a Judgt rendered by Lee County Circuit Court on 16<sup>th</sup> March 1894 and docketed April 3<sup>rd</sup> 1894, while taking this account your Court understood from the decree under which he acted that only the liens that existed at the time of the former account were to be listed, is the reason this and the lien in favor of Maggie J. Leames was not listed. This Judgt after giving the credits endorsed amounts to \$380.08 as of June 1<sup>st</sup> 1894 and is 7<sup>th</sup> in point of priority.

I also list a Judgt of said court likewise obtained March 16<sup>th</sup> 1894 in favor of Maggie J. Leames vs L. D. Fulkerson Surv &c, which amounts to, on June 1<sup>st</sup> 1894, the



Sum of \$619.21, which is of equal dignity in point of priority to the one in favor of Mrs Jane Fulton, and the aggregate of all these liens leaving out the Deed of Trust is \$7573.22

I also make special statement No 2 which ~~revises~~ embraces these liens in the list O aggregating \$10368.72, as the grand total liens down to June 1<sup>st</sup>/1894.

Respectfully  
J A Hyatt

1894. June 11

The foregoing Report is excepted to.

Because by an inspection of its records, it will be seen, since the rendition of C. E. Bayler vs the ester, ~~report~~ <sup>judgment</sup> of equal dignity, judgement, L. D. Fulkerson, has sold and deeded valuable portions of land on which said judgement was or is a lien, as well as upon the unsold land: so that Bayler has two securities for his debt, while the securities reported in in the deed of Trust as well as the junior judgement creditors have but one: a Court of equity will therefore compel the said Bayler to go upon the security which alone <sup>is</sup> his, to the extent such security will indemnify him and leave the ester for those who have only one



And it excepts the deed of Trust Creators, Cite as land thus sold and liable the, right of way & rail road track of the L. & N. R. R. through said land; the depot at Ewing, a right of water and water tank on the premises and two or more lots sold at Ewing the premises names not known: and they pray that said Bayler's lien be shifted to this property and leave them the other land as their only security. See special statement & 7 for other exceptions.

A. L. Prioleau  
for himself and for L. D. Fulkerson as  
for his interest in said land for Walter G. Fulkerson  
Wm. W. Fulkerson & H. C. Fulkerson

Chas E. Baylson  
Carr & Hyatt  
MM  
2<sup>d</sup> Report

L. D. Fulkerson

Filed May 25<sup>th</sup> 1894

A. J. Munroe Clerk

(Both)

Cours fee \$30.00



The Chancery Causes of  
 Geo. W. Gibson vs. L. D. Fulkerson et al  
 and L. E. Bayton vs. L. D. Fulkerson et al  
 In a pt with  
 Ex. St. Punnington Cause.

1895-

July 15<sup>th</sup>

To Aunt. paid Mrs. Hattie E.

Fulkerson assignee of Geo. W. Gibson

1266 31 ✓

July 15<sup>th</sup>

To Aunt. paid L. E. Bayton (2)

1250 00 ✓

To " " H. L. Pridmore (3)

153 40 ✓

" " " H. J. Morgan atty (4)

for Bay's Children, Emma Starber

and Elizabeth Green assigned to J. D. Morgan

407 85 ✓

1896

Jan. 15<sup>th</sup>

To Aunt paid H. J. Morgan atty

for L. E. Bayton

439 23 ✓

Jan 15<sup>th</sup>

To Aunt. paid Punnington Bros.

attys. for all the heirs of W. H.

Edmondson

337 60 ✓

To Aunt paid Punnington Bros.

attys for Mary A., Charles E. and

W. H. Edmondson

212 40 ✓

1895-

4067 79

July 15<sup>th</sup>

My Aunt. from Mrs. Hattie E.

Fulkerson

3074 16

Jan. 15/96

My " from Hattie E. Fulkerson

983 63

4067 79 4067 79

To the Hon. H. S. Miller Judge of  
 the Circuit Court for Lin County:  
 Your undersigned, special  
 Commissioner, begs leave to report that  
 he has collected the purchase  
 money due on the lands by me  
 sold in the chancery causes of



George W. Gibson vs. L. J. Fulkerson  
and C. E. Baylon vs.  
said Fulkerson et al. and has  
paid the same out as indicated  
by the foregoing statement of  
his account and files here-  
with his vouchers. This money  
was paid your Court by Mrs.  
Hattie E. Fulkerson and with  
the consent of the L. & N. R. R.  
through its counsel C. J. Duncan  
and John H. Logsdon; and my  
understanding of the matter is  
that this purchase was made  
for the benefit of Mrs. Fulkerson,  
who at the time was expecting  
some life insurance on her  
deceased husband, which after  
said purchase she got, and paid  
your Court on said purchase.  
So it is agreed so your Court  
understands the matter, the deed  
to said land should be made  
to Mrs. Hattie E. Fulkerson. Now  
having done all the things re-  
quired of him, and having ac-  
counted for all the money ~~the~~  
coming to his hands, he prays  
to be discharged from all  
liability by reason of his  
trust. All which is submitted.  
This April 25<sup>th</sup> 1896.

E. H. Cunningham.  
Spec. Comm.



vs H. Gibson

vs } Report of  
disturbs

L. D. Fulkerson et al

Filed April the 27th 1896  
A. B. Munsey Clk



#1266.31

Rec'd. from E. H. Pennington Cash, in  
the Chancery cause of Geo. H. Gibson  
vs. L. O. Fulkerson & al. Twelve  
hundred and sixty. Six &  $\frac{5}{100}$  dollars  
the amount due said Geo. H. Gibson  
in said cause and by him assigned to  
Mollie R. Gibson and by her assign-  
ed to me. This July, 15<sup>th</sup> 1898.

Witness  
H. A. Fulkerson



E. W. PENNINGTON,  
PENNINGTON GAP, VA.

ROBT. L. PENNINGTON,  
JONESVILLE, VA.

## PENNINGTON BROTHERS,

Attorneys at Law,

### REFERENCES:

POWELL'S VALLEY BANK, JONESVILLE, VA.  
PENNINGTON GAP BANK, PENNINGTON GAP, VA.  
R. G. DUN & CO.,  
KNOXVILLE AND RICHMOND.

OFFICES AT PENNINGTON GAP, AND JONESVILLE, VA.,

Jonesville, Lee Co., Va., 1/16/96

Ind of E. W. Pennington Court, in the chancery  
causes of E. W. Gibson vs. L. O. Fulkerson et al  
and C. E. Baylor vs. L. O. Fulkerson. (for all  
the Edmonds children) Three Hundred &  
thirty seven & 60/100 dollars (\$337.60)

Pennington Bros.  
attys

per E. W. P.



1 Note of J. W. Logan & others to E. W. Purnyore  
Levy. in the chancery cause of Geo W Gibson vs  
H. C. Richmond et al. & C. E Baylor vs L. S  
Fulkerson. which became due October 15<sup>th</sup> 1895.

But bearing interest from Oct 15<sup>th</sup> 1894 \$1288.00

Interest to July 15<sup>th</sup> 1895. 57.96.

To 2<sup>nd</sup> Note due Oct 15<sup>th</sup> 1896 with like interest 1288.00

Interest to July 15<sup>th</sup> 1895. 57.96

Amount due on 1<sup>st</sup> & 2<sup>nd</sup> note July 15. \$2691.92

To 3<sup>rd</sup> Note due Oct 15<sup>th</sup> 1897 with like interest 1288.00

" Interest on same to July 15<sup>th</sup> 1895 57.96

4037.88

Or By assignment of G. W. Gibson dated July  
15<sup>th</sup> 1895.

1266.31.

" By C. E Baylor's note July 15<sup>th</sup> 1895 1250.00

" " H. J. Morgan's note " " " 407.85

" " A. L. Pridmore's note July 15<sup>th</sup> 150.00 3074.16

But due on said notes July 15<sup>th</sup> \$963.72

Interest on same to Jan'y 15<sup>th</sup> 1896. 28.91

Amount due Jan'y 15<sup>th</sup> 1896. \$992.63



Whereas the undersigned is the owner by  
assignment of a debt amounting at this  
date to the sum of Twelve hundred and  
sixty six  $\frac{3}{100}$  dollars (\$1266.31) on L. D.  
Fulkerson which was assigned me by  
my husband Geo. W. Gibson. which said  
sum is the balance due on a trust of  
land sold by said Geo W Gibson, in his  
lifetime and constitutes a vendor lien  
on said land, And said sum is allow-  
ed to the said George W Gibson in the  
chancery cases of Geo W. Gibson vs-  
L. D. Fulkerson, et al. & C. E. Baylor vs-  
said L. D. Fulkerson for which certain  
lands of said Fulkerson have been sold  
Now in consideration of the sum of  
Twelve hundred and sixty six  $\frac{3}{100}$  dol-  
lars I assign ~~to~~ The above claim to Mollie  
A Fulkerson. together with all rights se-  
curities and liens for collecting the same  
but this assignment is made without  
any recourse personally on me  
Given under my hand this 15<sup>th</sup> day  
of July 1895. Mollie A Gibson

As said claim above named is allow-  
ed in said suits <sup>in</sup> my name I hereby  
join in the above assignment.  
This 15<sup>th</sup> day of July 1895. George W. Gibson



E. W. PENNINGTON,  
Commonwealth's Attorney,  
PENNINGTON GAP, VA.

R. L. PENNINGTON,  
JONESVILLE, VA.

PENNINGTON BROS.

ATTORNEYS-AT-LAW,

18,

Va.,

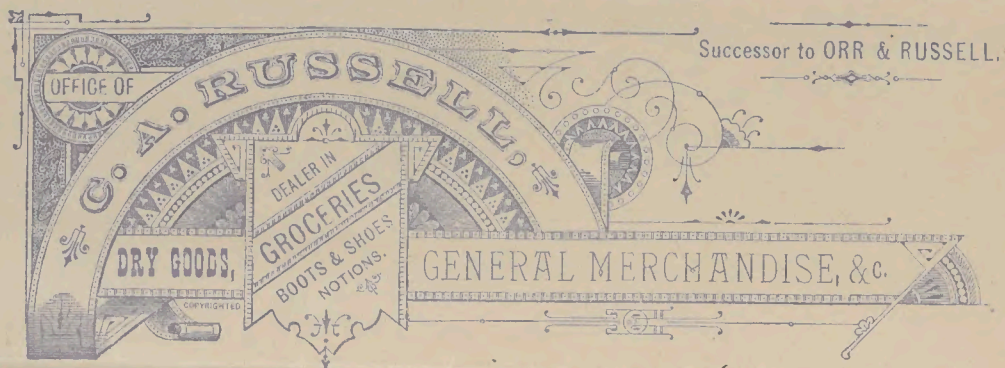
189

Rec'd. of E. W. Pennington  
Comm. in the Chancery  
Cause of Geo. W. Gibson  
vs. L. S. Fulkerson that  
One dollar for costs  
in said Cause.

This Oct. 20<sup>th</sup> 1894

J. V. F. Richmond Clerk





Jonesville, Lee Co., Va. 11/7 1894

Rec'd. of E. W. Pennington  
Clerk of the Chancery  
Cause of Geo. W. Gibson  
et al vs. S. D. Gutherson  
it al Two dollars  
amt. paid by me to  
Jas. A. Vandiventer ex  
Sheriff. J. W. Gibson



1892. Geo. W. Gibson to J. A. Vandewater Dr.  
Oct, 1<sup>st</sup>, To delivering 3 copies Surmons  
To L. D. Fulkerson & H. C. Richmond \$1.00  
J. A. Vandewater  
D. S.



G. W. Subanon

1.00



1892.

Feb. 29.

Geo. W. Gibson to J. A. Vandewater D. S. Dr.  
To delivering 2 Spanias in Chancery to L. K.  
Fulkerson and H. C. F. Richmond \$1.00



Q.

L. M. Gibson

1. 50



\$95.94

Received from E. W. Huntington  
Clerk in the Chancery Causes  
of Lehigh. E. Baylon vs L. D.  
Fulkerson and Geo. W. Gibson  
vs L. D. Fulkerson et al  
Ninety five Dollars & 94  
Cents my fees in full  
as Clerk and Clerk in  
said Causes. Octo. 22/894

J. A. Syatt late  
Clerk & Clerk.



\$153.40

Rec'd. of E. W. Pennington Court. in  
the Chancery Cause of Geo. H.  
Gibson et al vs. L. D. Fulkerson &  
C. E. ~~Fulkerson~~ Baylor vs. L. D.  
Fulkerson One Hundred and  
fifty - Three and  $\frac{4}{100}$  dollars  
the amt. secured to me in said  
cause as a lien No. 2.

This July 15<sup>th</sup> 1893

A. L. Pickens

\$40.75  
100

Received from E. W. Pennington Court.  
in the Chancery Cause of Geo. H.  
Gibson vs. L. D. Fulkerson et al and  
C. E. Baylor et al vs. L. D. Fulkerson  
the sum of Four Hundred and  
seven dollars <sup>+ 85 cents</sup> the amt. shown in  
"said cause and 'New List of Liens'  
X 2" to be due, the Boys Children,  
Eunice Martha and Elizabeth Green  
(now assigned to J. D. Morgan)

This July 15<sup>th</sup> 1893

Henry J. Morgan atty for  
said parties



#1687. 23  
439. 23  
\$1250.00

Received from E. W. Pennington  
Comr in the Chancery cause of  
Geo. H. Gibson vs. E. D. Fulkerson et al  
and myself vs. said Fulkerson  
Sixteen hundred and Eighty-Nine  
and  $\frac{23}{100}$  dollars; \$1250<sup>00</sup> thereof  
paid July 15<sup>th</sup> 1895, and \$439.23 the  
residue thereof paid Jan. 15<sup>th</sup> 1896.  
This Feb. 12<sup>th</sup> 1896.

The whole of claims classed  
No. 2 in List "X" are paid  
in full by my directions as  
I am <sup>an</sup> equally personally liable  
therefor.

Henry J. Morgan atty for  
G. E. Baylort.



Received of E. W. Pennington Six  
dollars \$6<sup>00</sup> in full for the publication  
of notice of Commissioner's Sale in the  
Chancery cause of Geo W Gibson vs  
L. L. Fulkerson and H. C. T. Richmond  
and C. E. Baylor vs L. D. Fullerton et al

W. H. Smith  
Rule 8 W. Va.

Oct 15th 1894,



E. W. PENNINGTON,  
Com. Att'y,  
PENNINGTON GAP, VA.

(OFFICES CONNECTED BY TELEPHONE.)

ROBT. L. PENNINGTON,  
JONESVILLE, VA.

IN RE

PENNINGTON BROS.

ATTORNEYS-AT-LAW.

vs.

COLLECTIONS GIVEN SPECIAL ATTENTION.

WE GIVE INFORMATION CONCERNING MERCANTILE MEN  
OF OUR SECTION FREE.

*Jonesville, Lee County, Va.,*

Received from E. W. Pennington Commissioner in the chancery  
cause of C. E. Baylor vs/ L. D. Fulkerson et and Geo/W. Gibson  
vs. Sane, Six dollars and Eighty cents my costs in the said  
two suits. This the "2nd. day of February, 1895.

*A. B. Munsey Clerk*

Clerk of Circuit Court.



E. W. PENNINGTON,  
PENNINGTON GAP, VA.

ROBT. L. PENNINGTON,  
JONESVILLE, VA.

PENNINGTON BROTHERS,

Attorneys at Law,

REFERENCES:

POWELL'S VALLEY BANK, JONESVILLE, VA.  
PENNINGTON GAP BANK, PENNINGTON GAP, VA.  
R. G. DUN & CO.,  
KNOXVILLE AND RICHMOND.

OFFICES AT PENNINGTON GAP, AND JONESVILLE, VA.,

Jonesville, Lee Co., Va., Jan 16/96.

Recd. of E. W. Pennington Accts. in the Chanc.  
causes of G. W. Gibson vs. L. D. Fulkerson  
& al & C. E. Baylor vs. L. D. Fulkerson.  
(\$212.40) Two hundred & twelve & 40/100 dol.  
paid.

Pennington Bros.  
Atty.  
per E. W. P.



Louise,



IN RE

PENNINGTON BROS.,

Attorneys-at-Law,

vs.

COLLECTIONS GIVEN SPECIAL ATTENTION.

Pennington Gap, Lee County, Va.,

Received from E. W. Pennington Comr. in the chancery cause of Geo. W. Gibson vs. L. D. Fulkerson and H. C. F. Richmond and C. E. Baylor vs. L. D. Fulkerson the sum of (\$217.00) Two Hundred and Seventeen Dollars the amount paid in by me to the said Pennington heretofore at a sale of the Fulkerson land which I purchased at the first sale, the same having been sold and purchased by the L. & N. R. R. Co.

This the 25th day of January, 1895.

*Chas. E. Baylor*

Enclosed find my check for \$217.00; please sign the above receipt and return the same to me.

Yours very truly,

E. W. Pennington.

*What about the inst on this  
217<sup>00</sup> It certainly ought to be for  
the inst is \$3<sup>59</sup>  
Asfly  
C E 10*



C.E.Baylor ..... Compl't.

vs.

H.D.Fulkerson et als..... Defts.

and

Geo. W.Gibson..... Compl't.

vs.

L.D.Fulkerson & H.C.T.Richmond..... Defts.

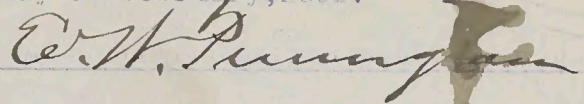
To the Honorable William T.Miller, Judge of the Circuit Court  
Lee County, Virginia:-

The undersigned, who was at the June term (1894) of your Honors Court, appointed a special Comr. to sell certain lands mentioned in said two causes, begs leave to report, that he he, on the 15th. day of Oct., 1894 as directed in the decree entered in said causes, made sale of the lands and at said sale one C.E.Baylor became the highest and best bidder, and consequently said lands were knocked off to him at the price of \$3650.00, that at said sale said Baylor paid down 217.00, which was disposed of as set out in my report filed herein on the 22nd. day of October, 1894, and said Baylor executed to me his three notes payable as indicated in said report of Oct. 22nd. 1894, that at the November term, 1894 of your honor's court the Louisville & Nashville Railroad Company filed in said two causes its petition asking that the sale of said land be not confirmed and that the biddings be again re-opened, and it filed along with its petition a bond binding itself to make the said land bring at another sale the sum of \$4100.00; that at the November term of your Honor's Court, another decree was entered in said two causes directing me to again offer said lands for sale on a credit of one, two and three years time, except a sum sufficient to pay the costs of said two suits and commissions of sale, dating the time from the 15th. day of October, 1894, and bearing interest from that day, and not to accept any bid less than \$4100.00; that after advertising the said lands again for more than thirty days at the front door of the Court-house of this County, and at Ball & Shaveley's store, which is in the neighborhood of said lands, he, on the 28th. day of January, 1895, that being a court day,

~~offered and sold~~



again said lands for sale at the front door of the Court-house of this County, at public outcry, on the terms mentioned in said decree entered in said two causes on the 17th day of November, 1895. After crying the sale of the said land for a long time in the presence of a large crowd, the same was knocked off to J.W. Logsdon at the price of \$4100.00, the amount of the upset bid put in by the said Louisville & Nashville R.R. Company, (the said Logsdon as understood by your commissioner was the representative of the said R.R.Co.), and the said Logsdon through the said R.R.Co. paid your commissioner the sum of \$236.00 down, and executed with L.T. Hyatt, C.T. Duncan, J.A.G. Hyatt, and the Louisville, & Nashville R.R.Co. by C.T. Duncan his three notes for \$1288.00 each bearing interest from October, 15th., 1894, and due in one, two and three years from that date. These notes your commissioner thinks are as good as could be made in this County. The \$236.00 was paid out as follows, \$217.00 to C.E. Baylor who paid that sum at said former sale, \$9.00 additional reserved for Commission, and \$6.80 to A.B. Munsey clerk of the Circuit Court, and I still have in my hands of the said \$236.00, \$4.20. All of which is respectfully submitted. This the 1st day of February, 1895.



Special Commissioner.



W. E. Taylor et al  
Report of Resale  
of Land

L. D. Fulkerson et al

Filed February the 18<sup>th</sup>  
1895  
A. B. Muncy  
Clerk



To the Hon. W. T. Miller, Judge of the Circuit Court for Lee Co.:

By a decree entered in the two chancery causes of G. W. Gibson vs. L. D. Fulkerson and C. E. Balylor against L. D. Fulkerson et al., entered at the June term, 1896 of your honor's court, the undersigned commissioner was appointed to make and execute to J. W. Logsdon the land sold and reported in said case by Commissioner E. W. Pennington,, and in obedience to the said decree appointing me as afore said your commissioner had performed the duties required of him, and herewith presents the deed conveying to the said John W. Logsdon the land so sold.

All of which is respectfully submitted.

R. L. Pennington



G. W. Gibson,

vs. Report of Deed.

L. E. Fulkerson.

.....

*Filed Feb. 4<sup>th</sup> 1897.*

*A B Munsey Clerk*

(5-)



This Indenture made this 6<sup>th</sup> day of July 1878 Between R. M. Bales of the county of Lee and State of Virginia of the one part, and L. D. Fulkerson of the same county and State of the second part, Witnesseth that the said R. M. Bales for and in consideration of the sum of one dollar to him in hand paid the receipt whereof is hereby acknowledged, as well as the further consideration of the love and affection which he bears towards his son-in-law L. D. Fulkerson and his daughter Harriet A. Fulkerson hath here granted bargained and sold unto the said L. D. Fulkerson and his heirs forever, a certain lot of land lying and being in the county of Lee in the State of Virginia, and on the south side of Indian Creek, and both sides of the main road, and bounded as follows to wit: Beginning at a stake in the middle of the road and in a line between the lands of Bales and Gibson and with a line thereof N 5 W 18 poles to a stake



in said line, and then westward  
to of poles not known to the mouth  
of a branch on the South side of  
Indian Creek near said Fulkersons  
stable then with the meanders of the  
South bank of said Creek to a  
division fence between said Fulkerson  
and William W. Bales to a stake  
in said division line then south  
about 5 E. to of poles not known to  
a sh in the middle of said road,  
then Eastward with the middle of  
said road to the beginning it  
being the same place where  
said Fulkerson now resides con-  
taining about 3 1/2 acres be the  
same more or less Together with  
all its appurtenances thereunto  
belonging unto the said L. D. Ful-  
kerson and his heirs forever  
and the said R. M. Bales doth  
Covenant to and with the said  
L. D. Fulkerson and his heirs that  
he the said R. M. Bales and his  
heirs will warrant the title to the  
foregoing land generally in wit-  
ness whereof the said R. M. Bales  
hath hereunto set his hand



and seal the day and date  
first written.

R. M. Bales ~~scot~~  
Lee County to wit: I, James M.  
Pugh a Justice of the peace  
for Lee County in the State of Vir-  
ginia do hereby certify that  
R. M. Bales a party to the foregoing  
deed bearing date July 6<sup>th</sup> 1875  
acknowledged the same before  
me in my county this 6 day of  
July 1875-

James M. Pugh J.P.

Lee County Court Clerk's office the  
19<sup>th</sup> day of July 1875. The foregoing  
deed between R. M. Bales of the  
first part, and L. D. Fulkerson  
of the second part, both of  
Lee County Va. was this day  
filed in this office and ad-  
mitted to record upon the  
certificate of James M. Pugh  
a Justice of the peace in and  
for the County and State afore-  
said.

Teste John R. Gibson C. C.

Attest

Teste John R. Gibson Clerk



L. D. Fulkerson  
From Copy of Deed  
R. M. Bales  
Recorded Deed  
Book 17 P. 314

(Ab)

S

Fee for copy 60.



We the undersigned, having  
endorsed certain notes signed  
by L. D. Fulkerson and now  
held by the Bank of Shawnee  
of East Cumberland Gap Tenn.,  
and secured by a deed of trust  
executed by him and his wife  
Fattie A. Fulkerson, hereby  
agree that said notes, may  
be extended for time of pay-  
ment from time to time,  
but not later than Jan. 1<sup>st</sup>, 1894  
provided said L. D. Fulkerson  
pay in advance, 90 or less  
each time the Bank discounts  
required by said Bank of  
Shawnee. We further agree  
that such extensions of time  
and payments of discounts  
shall in no wise effect  
our liability on said notes as  
endorsers Dated this 10<sup>th</sup> day of  
January A.D. 1893.

Hattie A. Fulkerson

L. D. Fulkerson

R. J. Fulkerson

R. M. Bales

M. W. Boles

H. C. S. Richmond


T. A. Hammett

A Copy

~~Letter~~

J. A. Hyatt & Co.



L. D. Fulkerson's  
Endorsers  
To  agreements

Shawnee Bank

"A"

Free for Copy 50¢





IF YOU WANT FINE FLOUR,  
Get **Ballard's Best**,  
CALLED OBELISK.  
 Always Reliable.

H. C. T. RICHMOND,

DEALER IN



GENERAL \* MERCHANDISE,



Ewing, Lee County, Va., *Mar 24* 1893

*Col C P Cager. Cash.*  
RECEIVED  
MAR 25 1893  
*Dear Sir*

The Judge of our  
Court refuses to have the  
Gibson debt v. Pickens argued. but  
Appoints a commissioner  
to take an account of  
indebtedness of Pickens prior to  
of Lewis & report to Court at  
June Term - when a decree  
will go out to sell the land.  
4500\$ will come in ahead of  
your debt - & then you come.  
this ~~is~~ arrangement is better  
for Bk than the other, as you  
will not appear as having  
forced the sale - nor have to pay  
any money -

*H. C. T. Richmond*



"B"



This deed made this 1<sup>st</sup> day of Jan., 1892 by and between George W. Gibson and Mary R. his wife, parties of the first part and H. C. T. Richmond and L. D. Fulkerson, parties of the second part, and all of Lee County Virginia.

Witnesseth, that for and in consideration of the sum of \$2500 (twenty five hundred dollars) in hand paid the said parties of the first part do and each of them doth hereby give, grant, bargain, sell and convey unto said parties of the second part their undivided interest, which interest is one moiety in and to three certain tracts or parcels of land lying and being in Lee county and being the same land that was conveyed by David C. Cottrell and wife <sup>to J. J. and W. F. Gibson</sup> on June 12<sup>th</sup> 1855 - and the first of which tracts is bounded as follows, to wit: Beginning on a sugar tree on the east side of a spur of the Poor Valley ridge, a corner of the Sarah J. Beaty's portion now Robert Bales's, thence N. 67 E. 49 p. to a chestnut-oak and bush, the old



corner of ~~these~~ tract of land, thence S. 8 E. crossing the valley and Indian creek to a double chestnut, thence S. 87 N. 48 p. to a rock agreed upon by said J. J. & M. F. Gibson and Robert Bales by arbitration left to Judge Hopkins, thence a straight line to the beginning, and containing 80 acres more or less.

The second of said tracts is bounded as follows, to wit: Beginning on a chestnut on the top of a ridge, corner to Robert Craig's 400 acre tract, and with a line of the same N. 19 N. 186 p. to a double chestnut on the north side of a ridge, corner to said Craig, Brice and Joseph Martin's 690 <sup>more</sup> tract, and with a line of said Joseph Martin S. 87 N. 45 p. and 8 links to a rock, S. 19 E. about 200 p. to a white-oak black and chestnut, corner between Bales and Gibson, on the south side of the ridge, in the back line, thence N. 5-9 E. to the beginning, and containing 54 acres more or less.

The third and last of said tracts, being the land conveyed as aforesaid and by Andrew Susong Attorney in fact



for <sup>Wm</sup> Ball's heirs, and Bounded as follows, to wit: Beginning on the top of a spur of the Poor Valley ridge leading to the Roaring branch on a sugar-tree and chinquapin oak, corner of Nathaniel Ewing, thence N. 25° W. 44 p. to a beech in a line of a 75-acre survey made by Samuel Ewing, with said back line to a poplar and Hickory near the Roaring branch, thence S. 25° E. 38 p. crossing said branch to the top of the Poor Valley ridge to two sugar trees and two beeches, thence to the beginning, the last named described tract of land was laid off to Polly Cottrell by Samuel Ewing in his last will and testament, and containing 13 acres, To have and to hold said undivided interest herein conveyed with all of its appurtenances unto the said parties of the second part and their heirs forever.

And said parties of the first part covenant to warrant generally the interest in the land herein conveyed, except their interest in the last named 13 acre tract, which they warrant special-



Virginia Lee County to wit:  
This deed is accepted to become  
it does not, convey all the land sold and embraced in  
the title bond, it leave the Ball price entirely out-  
June 11<sup>th</sup>, 1892  
Richmond, Va.  
J. P. Walker

G. H. Gibson wife

To { Deed.

H. C. V. Richmond  
and

L. D. Walker

"A"

by only.

Witness the following signatures and  
seals, this the day and year first  
above written.

George H. Gibson Seal  
Mollie R. Gibson Seal

Virginia, Lee County, to wit:

I, George H. Dillman, a justice of  
the peace in and for the County afore-  
said and State of Virginia, do  
hereby certify that George H. Gibson  
and Mary R. Gibson, whose  
names are signed to the writing  
above bearing date on the 1<sup>st</sup> day  
of January, 1892, have acknowledg-  
ed the same before me in my  
county aforesaid, Given under  
my hand this the 7 day of April, 1892,

G. H. Piceman J. P.



This deed made this the 10<sup>th</sup> day of June, 1892, by and between George N. Gibson and Mary R. his wife, party of the first part, and H. C. T. Richmond and L. D. Fulkerson, parties of the second part, and all of Lee County, Va. Witnesseth that for and in consideration of the sum of \$25.00 (twenty-five hundred dollars) in hand paid the said parties of the first part do and each of them doth hereby give, grant, bargain, sell and convey unto the said parties of the second part their undivided interest, which interest is one moiety in and to four certain tracts or parcels of land lying and being in Lee County, and being the same land that was conveyed by David C. Cottrell and wife to J. J. & N. F. Gibson on June 12, 1855, and by Andrew Sinsong, attorney in fact of William Ball's heirs to said Gibsons on the 25<sup>th</sup> day of Jan. 1854. The first of which tracts is bounded and described as follows, to wit: Beginning on a sugar tree on the east side of a spur of



The Poor Valley Ridge, a corner of the Sarah J. Beatty's portion now Robert Bales; thence S. 67 E. 49 poles to a chestnut-oak and bush, the old corner of the Huse tract of land; thence S. 8 E. crossing the valley and Indian creek to a double chestnut; thence S. 87 N. 48 poles to a rock, agreed upon by said J. J. + W. F. Gibsons and Robert Bales by arbitration left to Judge Hopkins; then a straight line to the beginning, and containing 80 acres more or less.

The second of said tracts is bounded as follows, to wit:- Beginning on a chestnut on the top of a ridge, corner to Robert Craig's 400 acre tract, and with a line of the same S. 19 N. 186 p. to a double chestnut on the North side of a ridge, corner to said Craig, Brice and Joseph Martin's 690 acre tract, and with a line of said Joseph Martin S. 87 N. 45 p. and 8 links to a rock, S. 19 E. about 200 p. to a white oak, black and chestnut, corner between Bales and Gibson, on



the south side of the ridge, in the back line; thence N. 59 E. to the Beginning, and containing 54 acres more or less.

The third of said tracts being the land conveyed as aforesaid and by Andrew Sinsung Attorney in fact for Wm Ball's heirs, and Bounded as follows, to wit: Beginning on the top of a spur on the Poor Valley ridge leading to the Roaring branch on a sugar-tree and chinquapin oak, corner of Nathaniel Ewing; thence N. 25 W. 44 p. to a beech in a line of a 75-acre survey made by Samuel Ewing, with said back line, to <sup>868 W. 40 p. to</sup> a dogwood, thence to a poplar, <sup>& 2 dogwoods</sup> and hickory near the Roaring branch; thence S. 25 E. 38 p. crossing said branch to the top of the Poor Valley ridge to two sugar trees and two beeches, thence to the beginning; the last named described tract of land was laid off to Polly Cothrell by Samuel Ewing in his last will and testament, and containing 13 acres.

The fourth and last of said tracts is bounded as follows to wit, Beginning on the top of a spur of



the Poor Valley ridge two poles west  
of Ball's & Cottrell's corner on the old  
back line of a survey made by  
Joseph Martin; thence with said  
line N 67 E 51 poles to the old cor-  
ner of Joseph & Brice Martin; thence  
N. 8 E. to the <sup>top</sup> of the spur of the ridge;  
thence with the top of said spur  
50 poles more or less to a stake  
in said Ball's back line; thence  
S. 65 W 55 p. crossing the Rouring  
branch to the top of the first spur  
of the Poor Valley ridge; then down  
the top of the said spur to the  
Beginning. To have and to hold  
said undivided interest here-  
in conveyed with all of its ap-  
purtenances unto the said par-  
ties of the second part and their  
heirs forever. And said parties  
of the first part covenant to warrant  
generally the interest in the land  
herein conveyed. Witness the  
following signatures and  
seals, this the day and date  
first above written.

George W. Gibson (Seal)

Mary R. Gibson (Seal)

Virginia, Lee County, to wit:



I, George W. Dillman, a justice  
of the peace in and for the County  
aforesaid and State of Virginia,  
do hereby certify that George W.  
Gibson and Mary R. Gibson, whose  
names are signed to the writing  
above bearing date on the 10<sup>th</sup> day  
of June, 1892, have acknowledged  
the same before me in my county  
aforesaid. Given under my hand  
this the 10 day of June, 1892.  
G. W. Dillman J.P.



1892

- 1 June 18. This deed is excepted to because it does not properly describe the land sold
  - 2 Because Wm H. Gibson does not join with the grantors, when the purchase was a joint and not a several one.
- Attest my hand

G. H. Gibson & wife

Deed.

H. C. T. Richmond

and  
L. D. Furkerson

"B"



This deed made this 30<sup>th</sup> day of June 1890 by and  
between R. D. Huckerion, and Hattie his wife  
and R. M. Bales of the County of Lee and  
State of Virginia parties of the first part, and  
the Louisville and Nashville Railroad  
Company, a Corporation doing busi-  
ness under the laws of Virginia, party of  
the second part, witnesseth That in con-  
sideration of the fact that said Louisville and  
Nashville Railroad Company erect and main-  
tain a depot on the lands of said parties of the  
first part, or on the adjoining tract of land  
owned by H. L. T. Richmond and the further consid-  
eration of the sum of one dollar cash in hand  
paid, the receipt of which is hereby acknowl-  
edged the said parties of the first part have this  
day given, granted, bargained and sold, and  
by these presents do convey to the Louisville  
and Nashville Railroad Company its  
successors and assigns the two following  
described strips or parcels of land: First  
a strip of land 150 feet wide along and adjoining  
the south side of the strip of land heretofore  
conveyed by the parties of the first part to the  
parties of the second part for right of way  
for its Cumberland Valley Branch and bound-  
ed and described as follows: Beginning at a line  
of the lands of R. M. Bales said line being the  
Western boundary of the lands of the parties of  
the first part, thence along and adjoining  
the said right-of-way strip and and on the  
south side thereof and with a width of 150



1 feet for a distance of 345 feet thence with a  
2 width of 50 feet for 370 feet thence with a  
3 width of 150 feet for 685 feet to a line of H. C.  
4 J. Richmond said line being the eastern boundary  
5 of the land of the parties of the first part. The  
6 Second of said strip lies on the North side of  
7 the strip heretofore granted for right-of-way  
8 and adjoins the same and is 20 feet wide, bounded  
9 and described as follows: Beginning at a line  
10 of the lands of W. W. Bales aforesaid thence along  
11 and adjoining said right of way strip on the  
12 North side thereof, and with a width of 20 feet  
13 for a distance of 1400 feet to said H. C. J. Richmond's  
14 line aforesaid said two strip containing in  
15 the aggregate four and twenty two one hund-  
16 redth (4-22-100) acres See the same more or  
17 less. And said parties of the first part further  
18 grant to said party of the second part any addition-  
19 al land that may be requisite to change In-  
20 dian Creek where it interferes with the strip first  
21 named and described. And said parties of the  
22 first part further grant sell and convey to the  
23 party of the second part with free and Exclusive  
24 use of any spring or run of water situated on  
25 their lands which it may require for its water  
26 tank and other purposes at and around its  
27 depot with the right to construct on said  
28 land such catch basins or reservoir spring  
29 or run of water with the right of entry at all  
30 times on said lands for the purpose of laying  
31 examining and repairing said pipes and  
32 reservoirs or basins. And said parties of the first



1 part hereby waive and Cancel all Requir-  
2 ments and Reservations made or contained  
3 in their right of Way Deed for the erection of  
4 Cattle guards and road Crossings and for the  
5 use and Cultivation of such part of said  
6 right of way strip not in the immediate use  
7 of said party of the second part, also the erection  
8 of a grade Crossing and Cattle guard near the  
9 Eastern line of the lands of W. W. Balis. Said  
10 parties further agree and bind them selves  
11 to make at their own expense any changes  
12 of Indian Creek that they may desire and  
13 not immediately along the strip or strips of  
14 land hereby granted. To have and to hold the  
15 said two strips or parcels of land, with the  
16 water and other privileges herein granted  
17 to said party of the second part, its successors  
18 and assigns forever. And said parties of  
19 the first part warrant generally the strip  
20 of land hereby conveyed together with  
21 the privileges herein granted. witness the  
22 following signatures and seals this the day  
23 And date first above written.

24 L. D. Fulkerson Seal

25 H. A. Fulkerson Seal

26 R. M. Balis Seal

27 Interlineations and  
28 erasures made before  
29 signing.

30 Virginia Lee County - to wit:

31 I, L. S. Fulkerson a Justice of the ~~per~~ said  
32 County do certify that L. D. Fulkerson and Hattie



his wife and R. M. Bales whose names are signed  
to the foregoing writing bearing date on the 30<sup>th</sup>  
day of June 1890 have acknowledged the same  
before me in my County aforesaid. Given  
under my hand this the 30<sup>th</sup> day of June 1890  
Lee S. Henderson

Virginia Lee County to wit:

In the office of the Clerk of the said County  
Sept 1<sup>st</sup> 1890. This deed was presented and  
together with the Certificate thereto annexed  
admitted to record.

Test: John R. Gibson Clerk  
A Copy-

Test: S. W. Richmond Clerk

L. D. Henderson  
To y Copy of Deed

Recorded

Deed Book No 25-  
Page 443.

of

1890  
9/1

S



1 This Deed made this the 30<sup>th</sup> day of Nov 1889, between  
2 L. D. Fulkerson and Harriett his wife and R. M.  
3 Bales of the County of Lee, and State of Virginia  
4 parties of the first part, and The Louisville and  
5 Nashville Railroad Company, a Corporation doing  
6 business under the laws of Virginia party of  
7 the second part. Witnesseth, That in consider-  
8 ation of the fact that said Louisville and Nashville  
9 Railroad Company has located and now  
10 proposes to construct its Cumberland Valley Branch  
11 over the lands of the said Fulkerson and Bales  
12 situate, lying and being in the County of Lee  
13 and State of Virginia, and the advantages  
14 to be derived therefrom to the said Fulkerson and  
15 Bales and in further consideration that said  
16 Company erect and maintain the necessary  
17 crossings and catways over said road  
18 and permits said Fulkerson to cultivate said  
19 strip of land as nearly up to the road bed on  
20 each side as safely will permit until said  
21 Fulkerson requires said road to be fenced  
22 One of said crossings is to be where said Fulk-  
23 erson now crosses Indian Creek, and at  
24 that point said Company is to erect a bridge  
25 across said Creek if desired to do so by said  
26 Fulkerson and grade the road upon to the  
27 south end thereof and the further consideration  
28 of the sum of one Dollars cash in hand  
29 paid, the receipt of which is hereby acknowledged  
30 the said parties of the first part have this day  
31 given, granted, bargained and sold and by  
32 these presents do convey to the Louisville and



1 Nashville Railroad Company, its Successors  
2 and assigns for its Cumberland Valley Branch  
3 a strip, piece or parcel of land One hundred  
4 feet in width, beginning at a point in the center  
5 line of said railroad as now located where said  
6 line crosses the division line between the lands  
7 of W. M. Bales and said L. D. Fulkerson the  
8 bearing of which line is South  $5^{\circ}$  East thence  
9 along said located line by a tangent bearing  
10 N  $75^{\circ} 35'$  E and with a width of 50 feet on  
11 each side of said center line for a distance  
12 of 1399 feet to a line of the lands of H. C. T. Richmond  
13 the bearing of which line is South  $5^{\circ}$  E containing  
14  $3 \frac{212}{1000}$  acres more or less, To have and to hold  
15 said strip, piece or parcel of land with its appur-  
16 tenances and privileges to the said Louisville and  
17 Nashville Railroad Company, its Successors  
18 and assigns forever. And the said parties of the  
19 first part for themselves, their heirs, and assigns  
20 forever. And the said parties of the first part  
21 for themselves their heirs and assigns ~~forever~~  
22 do hereby release the said Louisville and Nashville  
23 Railroad Company its Successors and assigns from  
24 any further payments for or on account of  
25 the appropriation and occupancy of said strip  
26 of land as well as for all damages that may  
27 accrue by or result from the location, construc-  
28 tion of said Cumberland Valley Branch of  
29 the Louisville and Nashville Railroad  
30 over and upon said strip or parcel of land  
31 And the said L. D. Fulkerson and Harriett  
32 his wife and W. M. Bales Warrants generally



1 the strip of land hereby conveyed, Witness  
2 the following signatures and seals this day and  
3 year first above written.

4 L. D. Fulkerson (L.S)

5 Hattie Fulkerson (L.S)

6 R. M. Bales (Seal)

7 Virginia, In Lee County to wit:

8 I, Lee S. Fulkerson a Justice in and for  
9 the County and State aforesaid, do certify that  
10 L. D. Fulkerson, and Hattie Fulkerson his  
11 wife and R. M. Bales whose names are signed  
12 to the foregoing deed, bearing date the 30<sup>th</sup> day  
13 of November 1889, have acknowledged the  
14 same before me in my County aforesaid  
15 Given under my hand this 30<sup>th</sup> day of  
16 November 1889.

17 Lee S. Fulkerson J.P.

18 Virginia Lee County - to wit:

19 In the office of the Clerk of the said County  
20 April 24<sup>th</sup> 1890. This deed was presented and  
21 with the Certificate thereto annexed admitted  
22 to record.

23 Test John R. Gibson clerk  
24 A copy-

25 Test: J. V. F. Richmond clerk  
26  
27  
28  
29  
30  
31  
32



L. D. Jackson et al  
To Copy Deed

L. D. Jackson et al

DB No 25053

C 80

S



New list of liens made pursuant to a decree of the circuit court entered March 15<sup>th</sup> 1894, existing against the lands of L. D. Fulkerson, wherein the deed of Trust executed to J. R. Gibson Trustee for the Bank of Shawnee is embraced as well as all other liens, numbered in margin as to priority &c.

1894  
June 1<sup>st</sup>

1<sup>st</sup>

To this sum bal due Geo. W. Gibson on his purchase money lien June 1<sup>st</sup> 1894. See Calculation on List X Y. \$1278.00

1 x 2

To Charles E. Baylon decree circuit Sept 3<sup>rd</sup> 1887, total due June 1<sup>st</sup> 1894 2894.23

2 x 2

" A. L. Pridemore " " " " 146 67

3 x 2

" A. Edmondson Guard. for all the heirs of W. W. Edmondson bal June 1<sup>st</sup> 1894 315 39

4 x 2

" Same Guard for Mary F., Chas E. & Wm. F. Edmondson bal June 1<sup>st</sup> 1894 198 48

5 x 2

" The Bays Children " " 48.63

6 x 2

" Emma Harber " " 58 03

7 x 2

" J. D. Morgan et al assignee " " 283.48

3

To A. L. Pridemore decree circuit Court April 7<sup>th</sup> 1888 see fi fa 3. \$189.52  
Byatt clerk & Court 44.55 234.07

4

To J. A. G. Byatt clerk & court, in they cause of A. Edmondson Guard vs. L. D. Fulkerson as shown by Decree Sept. 5<sup>th</sup> 1889, unpaid 76.60

5

To Citizens Bank & Trust Co. Judge Circuit Court Octo 12<sup>th</sup> 1892, amt due June 1<sup>st</sup> 1894 547.21  
Liens forward. \$6080.76



1894.  
June 1<sup>st</sup>

To amount liens brought over \$6080.76  
" Bank of Shawanee for note No 1.

embraced in Deed Trust Decr. 19<sup>th</sup> 1892 \$200.00

Int from July 1<sup>st</sup> 1893 (See Exp.) to June 1<sup>st</sup> 1894 11.00

" Same for note No 2 likewise secured \$400.00

" Int from Sept. 4<sup>th</sup> 1892 to June 1<sup>st</sup> 1893 41.80

" Same for note No. likewise secured 150.00

" Int from July 1<sup>st</sup> 1893 (Ex) to June 1<sup>st</sup> 1894 8.25

" Same for note No 4 likewise secured 600.00

" Int from July 1<sup>st</sup> 1893 (Ex) to June 1<sup>st</sup> 1894 33.00

" Same for note No 5 likewise secured 214.65

" Int from July 1<sup>st</sup> 1893 (Ex) to June 1<sup>st</sup> 1894 12.88

" Same for note No 6 likewise secured 500.00

" Int from July 1<sup>st</sup> 1893 (Ex) to June 1<sup>st</sup> 1894 27.50

" Same for note No 7 likewise secured 250.00

" Int from Feby 5<sup>th</sup> 1893 to June 1<sup>st</sup> 1894 19.83

" Same for note No 8, likewise secured 300.00

" Int. from Feby 11<sup>th</sup> 1893 to June 1<sup>st</sup> 1894 23.50

Add cost of Deed Trust 3.09 \$2795.50

To Eliza A. Taylor for  
Judgt circuit court Mr. 6<sup>th</sup> 1893 \$432.00

Int from May 22<sup>nd</sup> 1892 to June 1<sup>st</sup> 1894 53.13

Add costs law suit 8.04 \$493.17

Total liens June 1<sup>st</sup> 1894, \$9369.43

Deed  
Trust

Decr. 19<sup>th</sup> 1892

Princ \$2614.65  
Int 177.76  
Costs 3.09

\$2795.50

7







Chas. E. Baylon  
 List of liens  
 embracing deed  
 vs Trust. (O)  
 L. D. Fulkerson

33.89  
 98.95-  
 129.84  
 5.16  
 1135.00

17.99  
 65.00  
 12.95-  
 95.94  
 30  
 65.94

\$9369.43 June 1<sup>st</sup> 1894  
 Total liens found  
 to exist -  
 "O"

\$9369.43  
 2999.29 special  
 \$10368.72



No 2

In consideration of the fact that the Louisville and Nashville  
has advanced to me the sum of two hundred and thirty six dollars  
to pay the costs and commissions of sale of the tract of land  
purchased by me in the Chancery causes of George W. Gibson and  
C.E. Baylor against L.D. Fulkerson, and further valuable considerat  
tions thereunto moving, I have this day bargained and sold, and  
I hereby bind myself to convey to the Louisville and Nashville  
railroad company the strip lot or parcel of land heretofore con  
veyed by L.D. Fulkerson and Hattie A. his wife and R.M. Bales to  
said Louisville and Nashville Railroad Company, and described as  
in two deeds of said parties which are dully recorded in the  
Clerk's Office of the Lee County Court, and bounded as follows,  
to wit, Beginning at the western boundary line of E.C.T. Richmonds  
land thence with a width of 270 feet to the lands of the said  
Hattie A. Fulkerson, for 600 feet containing three and seventy to  
two one hundredths ~~SEVEN~~ acres (3.73) and I bind myself to convey  
said strip of land to said company as soon as the Court makes me  
a deed to the land purchased by me in said suits aforesaid. Wit-  
ness my hand and seal this the 20th day of April 1895.

*L.D. Fulkerson* (Seal)



J. W. Logsdon  
 To <sup>Wm</sup> Boud.  
Louisville & Nashville RR Co.

Exhibit (1) with  
 Deposition of  
 J. W. Logsdon.

Two one hundredths by six inches (2.25) and 1 inch square to cover  
 Hester A. Hester, son, for 600 feet containing three and seven-tenths  
 and there with a width of 20 feet to the fence of the said  
 to wit, beginning at the western corner of the line of H. C. H. Hester  
 Clerk, Office of the Lee County Court, and bounded as follows:  
 In two acres of said parties which are duly recorded in the  
 said Louisville and Nashville Railroad Company, and described as  
 being of J. H. Hester and Hester A. Hester and T. H. Hester to  
 witness to deny the title for on parcel of land heretofore con-  
 tained in the title of the Louisville and Nashville  
 claim heretofore made. I have this day examined and sold, and  
 O. H. Hester and T. H. Hester, and T. H. Hester, and T. H. Hester  
 procured by me in the presence of witnesses of record J. H. Hester and  
 to say the costs and commissions of sale of the tract of land  
 has succeeded to the fact of the said and thirty six dollars  
 in consideration of the fact that the Louisville and Nashville



No 1

Know all men by these presents that whereas on the 20th day of January 1895, at a judicial sale made by E.W. Pennington, Commr in the chancery causes of C.E. Baylor and Geo.W. Gibson vs. L.D. Fulkerson ~~xxxx~~, the undersigned purchased certain lands therein described, and executed notes for the purchase price thereof with the Louisville & Nashville Railroad Company and others as his sureties; that whereas said purchase was made at the instance of said railroad company and for the purpose of protecting it in certain conveyances theretofore made to it by L.D. Fulkerson ~~ex~~ ~~al~~ and others, and whereas it was then and is now the intention that the purchase price agreed to be paid for said land shall be paid by said Louisville and Nashville Railroad Company: Now in consideration of the premises and in further consideration that said Railroad Company pays or causes to be paid said notes as they fall due, I bind myself, my heirs &c., to convey said lands to the said Louisville & Nashville Railroad Company or its assigns as soon as requested so to do after the court has made me a deed for said land. Witness the following signature and seal this the 20th day of April 1895.

George W. Pennington (Seal.)



J. W. Logsdon  
To <sup>my</sup> Bond  
L. V. R. Co.

Exhibit (2) with  
Separation of J. W.  
Logsdon

(2)



*Louisville Va* October 25th 1894

Gen. J. Baylor, Esq.

Boon's Path, Va.

Dear Sir:--

As you are aware L.D. Fulkerson and wife conveyed to the L. & N. E. P. Co. a strip of land for right of way and depot purposes, lying on the tract of land recently purchased by you at judicial sale. Also right to draw water from the spring on the lot upon which the house stands, together with the right to lay a line of pipe from said spring to the tank erected near the depot, with the privilege of going on to said land to repair said line of pipes. The line of pipes thus laid are at least 20 inches below the surface of the ground and do not interfere in any way with the use of the land. The strips of land conveyed together are 270 feet wide and 600 feet long, and contain 3.75 acres. I am desirous of purchasing this strip of land from you, together with the water privileges granted, and am willing to pay cash and full price for the same. Will you please write me at your earliest convenience what you will take for the same in the event the sale is confirmed, and you become the owner of the land. I want to adjust this matter as soon as possible. The land was conveyed to us by Mr. Fulkerson in good faith, was accepted by us in good faith. We have done on it everything required and it is only the misfortunes of Mr. Fulkerson that has caused the trouble, and I am anxious as above stated to settle the matter amicably and satisfactorily with the least possible trouble both to yourself and to the Company, which I represent. Please write me at once.

Very truly yours &c.

*Louisville Va* October 25th 1894



DUNCAN & HYATT,  
ATTORNEYS AT LAW.

, machine the beautiful ship who, in *Jonesville Va.* October 31st 1894.

Dear Mr  
Loz. Letter  
Baylor



Jonesville, Va. October 30th 1894.

C. I. D. 6.

Col. J. W. Logsdon

Sup't. C.V. Div.

Dear Sir:-

I wrote you a few days ago, in reference to the L.D. Fulkerson land matter. I also wrote you that I would write C.E. Baylor the purchaser at the Judicial sale, to see if I could purchase from him at a fair price, the strip of land heretofore conveyed to us by Mr. Fulkerson, at a fair price. I enclose you Mr. Baylor's reply.

I think you will agree with me when you read said letter that Mr. Baylor is very indefinite. I wrote to him telling him that I desired to purchase from him, if the sale is confirmed, the land and water privileges conveyed to the Company by Fulkerson. And I further asked him to name a price that he would be willing to take, saying to him that I was willing to pay a fair price for the same. To this he fails to respond in any direct way. His letter however makes the impression on me that he wants us to pay his debts. This we can't do. I had a conversation a few days ago with B.F. Kincaid who told me that Mr. Baylor had offered him the land for just what he paid for it, or about \$3700.00, of course we will give that sum and even some more if necessary. I think you had better go and see Mr. Kincaid between now and Friday next and have a talk with him about it, and then meet me at Ewing on Friday so that we can talk the matter over fully on that day and come to a conclusion. If we can do nothing else we must put in an upset bid of \$4000.00 or \$5000.00.

Attorney



*Louisville & Nashville Railroad Company.*  
*Cumberland Valley Division.*  
*Office of Superintendent*

*Middlesborough, Ky.* Oct. 30th, 1894.

Judge C. T. Duncan,

Jonesville, Lee Co., Va.

Dear Sir:-

I have your letter of the 25th inst. concerning the sale of the Fulkerson property and the purchase of same by C. E. Baylor.

I shall be glad to hear from you with reference to the reply you receive from Mr. Baylor. I think we should, unless satisfactory arrangements can be made with Mr. Baylor, put in and "upset" bid.

I was advised on yesterday by one of our best friends, that Baylor told him that he had arranged with Col. Pridemore to bring suit against this Company for the right-of-way and the land we now occupy at Ewings, Va., as soon as the court confirms the sale.

I understood while at Ewings yesterday that Mr. Fulkerson was sinking rapidly, and that unless there was very great improvement in the next few days he could last but a short while.

This same party informed me that Mrs. Fulkerson was very anxious to pay off the indebtedness as soon as she came in possession of the means, and keep the property.

Please name last day on which we can put in an "upset" bid.

Yours truly,

*Thos. Gordon*

Supt.



J M L i"



Jonesville, Va. October 6th 1894.

Hon. J. W. Loggion,

Supt. C. V. Div.

Dear Sir:--

As I telegraphed you some time ago, the sale of the L. B. Palmer  
personal lands was postponed till the first day of the next term of the  
County Court of this County, which will be on Monday the 15th. I had  
hoped that Mr. and Mrs. Palmer would make a private sale of their  
lands and relieve the land conveyed to us from the lien of the judg-  
ment of Taylor and others, but I do not believe that they are going  
to do so. I went to Ewing last Tuesday and had a long talk with  
both of them in reference to the matter. It is pretty evident to me  
that Dow is in the last stages of consumption and will not live through  
the winter. Mrs. Palmer is perfectly conscious of this, and is go-  
ing to rely on her contingent right of dower in the Gibson land giv-  
ing her a share out of Dow's effects, or in other words she is going to  
try to so manage her contingent right of dower so as to get with it if  
possible the house and lot. In order to protect ourselves we will  
have to buy the Gibson land unless we can make the house and lot pay  
off the judgments which became liens prior to the date of our deed.  
Now we have a conveyance by Mrs. Palmer as well as Mr. Palmer, con-  
sequently we have her contingent right of dower in said land, and I  
think we can use this in connection with her share to secure her  
house as a means of protecting our interest, and unless we can do that  
I am in favor of buying both the Gibson land and the house and lot, and  
in this way we can force all of them to terms. I want you to come up  
on the morning of the sale and if you think it advisable or necessary,

I will come to Middleburg some time between now and the 1st  
day of sale when we will go over the matter fully.



*Louisville & Nashville Railroad Co*

*Law Department,*

*Louisville, Ky.*

Nov 7 1894

*Russell Houston, Chief Attorney.*

*H. W. Bruce, Asst. Chief Atty.*

*(Ex. officio District Atty for Va. Ind. Ohio & Mo)*

*Lyttleton Cooke, District Atty for Ky.*

*B. D. Warfield, Adjusting Atty.*

*Subject*

Hon. C. T. Duncan,

Jonesville, Va.

Dear Sir:

Supt. Logsdon sends me your letter to him of the 30th ult., in which, among other things, you say, "If we can do nothing else we can put in an upset bid of say \$400 or \$500." Mr. Logsdon in his letter to me suggests that Mrs. Fulkerson is anxious to put in an upset bid with the Company as her surety and to take the property from us when able, and, he thinks, she will be able after she collect the insurance money on Mr. Fulkerson's life, who, he thinks, will not live three months. If she buy the property and the Company become her surety, I do not see how she can take the property from us; she will already have it. Should we as her surety have to pay for the property, would we then have a lien on the property for the money paid by us? Would it not be safer as you suggest for the Company to put in the upset bid and let Mrs. Fulkerson become its surety if she would be accepted as such? It seems to me we would have better control over the property if the Company were the bidder and purchaser. I have authorized Mr. Logsdon to do what he deems best for the interest of the Company in the matter, under your advice.

Yours truly,

*[Signature]*  
Asst. Chief Atty.



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"H W B 2"



Jonesville, Va., November 8th 1894.

Hon. H. W. Bruce,

Asst. Chief Atty.

Dear Sir:--

Yours of the 7th to hand, contents carefully noted. On Oct. 25th I wrote Mr. Paylor, the purchaser of the land of L. D. Fulkerson, stating to him that I was desirous to purchase the strip of land conveyed by L. D. Fulkerson and wife to the Railroad Company together with the water privileges conveyed, and in the event that the sale was confirmed as made to him, I was willing to pay a full and fair price for said strip of land and water privileges, and I asked him to write me what he would take for the same. I enclose you a copy of said letter. To this letter Mr. Paylor replied under date of Oct. 31st. He does not respond to the question propounded to him in terms either direct or satisfactory. He says that "all I want is to be paid whole in the matter &c." I suppose he means to say that, that he wants us to pay all of his judgement that is not paid by the price he paid for the land, which would take from \$1500.00 to \$1700.00. I enclose Mr. Paylor's letter for your examination. I have had a talk with Col. Pridemore and he is almost as non-committal as Mr. Paylor. However, he intimated that he would take \$1000.00 for the strip of land and the water privileges. In my letter to Mr. Logsdon, I said to him that if we could do nothing else, we could put in an upset bid. At the time I wrote I hoped that we would be spared any trouble of that kind, and that we would be able to purchase from Mr. Paylor at a fair price; and I did not know that Mrs. Fulkerson would be willing to put in an upset bid. I did not suppose at that time that she wanted or felt able to buy the land, having understood that she wanted to sell her own land and mine.



H.W.B.S.

adjoining this tract. She has now declined the idea of selling her land, and is anxious to purchase the house and four acre lot and the tract of land through which our right of way and depot grounds run, both of which were sold by the Commissioner at the price of \$3650.00 or \$3700.00. I think it is better for her to put in the upset bid; First, because the court will take a less upset bid from her than it would from anybody else; Second, the Railroad Company cannot in its own name hold more land than is necessary for its purposes; Third, if the Railroad Company sends one of its own men to put in the upset bid or to purchase the land at a re-sale Mr. Taylor seeing that our purpose was to get our right of way, would run the land higher on us than he would on anybody else. Mr. Fulkerson has a life policy the premiums upon which have all been paid for \$7000.00. This policy is for the benefit of his wife and is payable to her. I think Mr. Fulkerson is in the last stages of consumption. I do not think he will live more than a few months. My plan is to have Mrs. Fulkerson put in an upset bid, we to furnish the security. Then when a re-sale of the land is made, have Mrs. Fulkerson to buy the land, unless it should sell for enough to leave our right of way and water privileges free, and we become her security for the purchase money; That if the money or any installment of it become due before she collected the money on her policy, that we pay it taking from her the assignment of the policy or a deed of trust or an obligation that in the event we paid for the land that we should have a lien upon it for all sums paid by us, though in fact that would be the law of the case any way. If we become the surety of Mrs. Fulkerson for the purchase price of the property, and should pay off the debt by reason of that suretyship, under the law of Virginia, we would have a prior lien for the amount paid. You ask me if it would not be safer



J.W.B. 3.

for the Company to put in the upset bid &c." I think not for the reasons above given, though I have no objection except on the subject on the subject of the higher price that I think we would have to pay, to have the Company furnish a man to put in the upset bid, or to become the purchaser. The putting in of an upset bid only has the effect of setting the sale that has been made, and then a resale is made at which every person who desires can bid, and the only obligation resting upon the upset bidder is to make the land bring the upset price. You will see by my letter that the strips of land conveyed by Mr. Fulkerson to the Company is 270 feet broad and the tract at that point is six hundred feet in width, which gives us 3.72 acres of land. This is not all the land conveyed to us by Fulkerson and wife, they having also conveyed to us strips of land through the tract owned by Mrs. Fulkerson. The 4 acre tract of land on which the house sits is no part of the tract of land on which our depot and other buildings set. The large spring from which we drew our water for our tank is on this four acre lot. The 4 acres is a valuable piece of land, has on it a good brick dwelling, brick smoke and milk houses, a good frame barn &c. The buildings cost at the least \$5000.00 and perhaps more. The other tract of land contains 135 acres and cost Mr. Fulkerson \$3750.00 when land was much lower than at present. I think the land and the 4 acre lot with its buildings is a good bargain at \$5500.00. If I owned it, I would not sell it for that price. I have written you fully so that you may have the whole matter before you. Please write me at once returning the enclosures.

Very truly yours /s/



*Louisville & Nashville Railroad Company.*  
*Cumberland Valley Division.*  
*Office of Superintendent*

*Middlesborough, Ky.*

November 8th, 1894.

Judge C. T. Duncan,

Jonesville, Lee Co., Va.

Dear Sir:-

5252

I am just in receipt of a copy of letter written you by the Assistant Chief Attorney on the 7th inst., having reference to the Fulkerson property at Ewings.

I agree with Judge Bruce that it would be best, if it becomes necessary, for this Company to purchase the property and have Mrs. Fulkerson and her friends (those mentioned by you in conversation yesterday) go our security rather than for this Company to go on her paper. However, if it can be arranged for Col. Richmond, Mr. Bales and others of her friends to make the necessary bond for Mrs. Fulkerson, it goes without saying that we would prefer it.

Yours truly,

*Wm. H. Gordon*  
Supt.



*Louisville & Nashville Railroad Co.*

*Law Department.*

*Louisville, Ky. Nov. 10th. 1894.*

*Russell Houston, Chief Attorney.*

*H. H. Bruce, Asst. Chief Atty.*

*(Ex. officio District Atty for Va. Ind. Ohio & Mo.)*

*Lytleton Cooke, District Atty for Ky.*

*B. D. Warfield, Adjusting Atty.*

*Subject*

Hon. C. T. Duncan,

Jonesville, Va.

Dear Sir,:

I return enclosures attached to your letter of the 8th. inst.

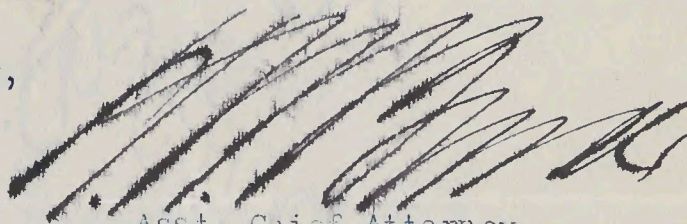
Baylor's response to your letter is in effect a declination to make an offer to convey to the Company the land conveyed by the Fulkersons and the water privileges at any price. His object is, if the sale should be confirmed to him, to get all the money he can out of the Company for the right of way through the land and the water privileges. You say, ~~xxxxxxx~~ when a re-sale of the land is made, we will have Mrs. Fulkerson to buy the land, unless it sell for enough to leave our right of way and water privileges free. How can the price at which the land may sell leave our right of way and water privileges free? If some other person become the purchaser and the owner of the land, do we not lose our right of way and water privileges at any rate, and are we not then subject to the mercy of the purchaser or compelled to resort to condemnation proceedings, or do you think that we could in some way seize and appropriate the amount of the purchase price over and above what may be necessary to satisfy Baylor's judgment? Or do you expect to have so much of the land offered for sale as has not



been conveyed to the Company and that the 4 acre lot be sold subject to the water privileges granted to the Company by Fulkerson and wife ? Has the decree of sale been so framed as to authorize the sale of so much of the land as was not conveyed to the Company and a sale of the 4 acre lot subject to the water privileges granted to the Company by Fulkerson and wife ?

You will pursue in this matter the course best calculated to protect the Company's interests as indicated in my letters of the 7th. to you and Mr. Logsdon.

Yours Truly,



Asst. Chief Attorney.

ENC.



"H B. 1"



Jonesville, Va., November 20th 1894.

Hon. H. W. Bruce,

6. J. D. 4

Asst. Chief Atty.

Dear Sir:--

In obedience to your directions I upset the bid on the Fulkerson land \$4500.00, and gave bond that at a resale we would make said lands sell for \$4100.00. To make the bond good myself, Mr. Hyatt, my partner, and H. C. Joslyn signed the bond. Upon the filing of which the Court set aside the sale heretofore made and ordered a re-sale, directing the commissioner to accept no bids at less than ~~xxxxx~~ \$4100.00, our up-set bid. I will have the re-sale fixed either for the January, or for the February term of the County Court, if possible. As heretofore indicated to you I prefer, if suitable arrangements can be made with Mrs. Fulkerson, that she should become the bidder, but before day of sale, I will come to Louisville and will have a full talk with you over the matter, and then we will use either her, or some other person for the Railroad Company as a purchaser. All other cases in which we are interested were continued. Will send you proceedings report just as soon as I can get time to make them, as we are still in court and likely to remain so for the next ten days.

Very truly yours &c.



•DUNCAN & HYATT•  
ATTORNEYS-AT-LAW.

B. I. D. 2

Jonesville, Va., January 4th 1895.

Hon. H. W. Prace,

Asst. Chief Atty.

Dear Sir:--

In the case of the sale of the Fulkerson land at Ewing, as You know, we put in an upset bid at the December term of the Circuit Court. The land is re-advertised for sale at the January term, which begins on the 21st day of January, and that is the day of sale.

I gather from your letters that you think the best course is for us to bid the land off and then make arrangements with Mrs. Fulkerson to sell it to her, as that, in your opinion will give us fuller control of the matter. I had thought, as you know, that the best idea was to let the land be bid off in the name of Mrs. Fulkerson, we becoming her securities. But it really makes very little difference which course is pursued.

In the event the Company buys the land, it will have to be done in the name of some other person, as the Company cannot buy it in its own name. I think the best idea would be to let it be bid off in the name of Mr. Bradford, Mr. Logsdon, or some other person agreed upon by the Company. If necessary, before the sale, I can come to Louisville and have a personal talk with you over the matter.

Very truly yours &c.



*Louisville & Nashville Railroad Co.*

*Law Department.*

*Louisville, Ky.*

Jan. 5th. 1895.

*Russell Houston, Chief Attorney.*

*H. W. Bruce, Asst. Chief Atty.*

*(Ex. officio District Atty for Va. Ind. Ohio & Mo)*

*Lyttleton Cooke, District Atty for Ky.*

*B. D. Warfield, Adjusting Atty.*

*Subject*

22670

Hon. C. T. Duncan,

Jonesville, Va.

Dear Sir:-:

I have your letter of the 4th. inst.

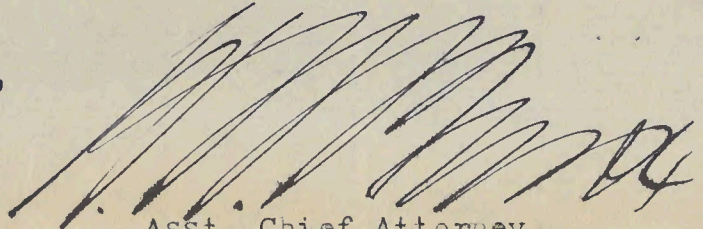
I did think the best course for the Company's protection would be for it to become the purchaser, and then make arrangements with Mrs. Fulkerson to sell the land to her; and in my letter of Nov. 10th. ult. to you I asked you to pursue in the matter the course best calculated to protect the Company's interests as indicated in my letters of the 7th. inst. to you and Mr. Logsdon. In my letter of Nov. 10th. I asked for your opinion on several questions to which you have not responded.

If you have the land bid in for the Company, I think, you had probably better have it done in Mr. Logsdon's name as it will be more convenient for him to execute the necessary bonds than for Mr. Bradford to go out for that purpose. I asked you whether Mrs. Fulkerson would be taken as the Company's surety, but have not heard from you on that point. If she would, be, I suppose, she would be willing to become its surety with the understanding that she would have the right to become the purchaser of the land. If you think it necessary to come to Louisville for a conference with me over the matter I would be glad to see



you at any time. If you determine to come it would be probably better to advise me a few days beforehand in order that I may be able to advise you whether I will likely be at home at the time you wish to come.

Yours Truly,



Asst. Chief Attorney.



L & N. R. R. Co

<sup>add</sup>  
C. E. Baylan

Letters filed  
with C. F. Dupre's  
depositions

"H. H. B. 3"



# The Commonwealth of Virginia.

## To The Sheriff Of Lee County Greeting:

We Command You, That of the Goods and Chattels of L. D. Fulkerson  
Curator &c and Chas E. Baylor

late in your Bailiwick, you cause to be made \$ 192. 22 , with legal interest thereon from the 25<sup>th</sup>  
day of August , 18 86 till payment, which A. Edmonson  
Guard. for Mary F. Chas E. , and M. F. Edmonson

lately in our Circuit Court of Lee County, ha 2 recovered against them by suit for Deceit

Also. \$ 4. 33 , which to the said Edmonson

Guard &c in our Court were adjudged for his costs in  
that behalf expended whereof the said Fulkerson & Baylor

are convicted, as appears to us of record. And that you have the  
same before the Judge of our said Court at the Court House on the first Monday in July  
next, to render to the said Edmonson Guard &c  
of the Deceit and costs as aforesaid.

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This 7<sup>th</sup> day of May 18 88 , in the 11 3 year of the Commonwealth.

J. A. G. Hyatt Clerk.

6 4.08  
0.4 21  
\$4.33



Let the within Fi Fa Sixty Eight &  $\frac{73}{100}$  dollars May 26<sup>th</sup> 1888 per order from A. Edmonson Guardian for J. R. Bryant paid by J. R. Gibson for L. D. Fulkerson

2) Chas (R+C)

275

A. Edmonson Guardian

vs Fi Fa  
L. D. Fulkerson et al

To July Rules 1888

Not executed

E. S. Bishop Deputy  
for R. D. Flannery  
S. L. C.

884  
3 82  
6 24  
9 76



# The Commonwealth of Virginia.

## To The Sheriff Of Lee County Greeting:

We Command You, That of the Goods and Chattels of

L. D. Fulkerson

late in your Bailiwick, you cause to be made \$ 432.00 the penalty of a Forfeiting bond to be discharged by payment of \$                    , with legal interest thereon from the 22 day of May, 1892 till payment, which

Eliza A. Taylor

lately in our Circuit Court of Lee County, has recovered against him by motion on said bond Debt

Also, \$ 8.04, which to the said Taylor

                     in our Court were adjudged for her costs in that behalf expended whereof the said Fulkerson

is convicted, as appears to us of record. And that you have the same before the Judge of our said Court at the Court House on the first Monday in May next, to render to the said Taylor of the Debt and costs as aforesaid.

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This 20<sup>th</sup> day of March 1892, in the 11<sup>th</sup> year of the Commonwealth.

J. A. G. Hyatt Clerk.

C 4.79  
S 5.00  
A 2.50  
C C - 25.  
\$8.04



36) Criet (St. J. M.  
Mr. 15 7893 67

Eliza A. Taylor  
no 3 Fri Feb

L. D. Fulkerson  
To 1st May Oulst 1893.

Not Executed no  
property found.  
this May 1st 1893.  
J. H. Weston L.S.  
for C. E. Flanagan  
going to the  
S. L. Co by the  
first of the year  
in case of hope if  
you can make the  
deal say so  
to C. E. Flanagan, 1893



# The Commonwealth of Virginia.

## To The Sheriff Of Lee County Greeting:

We Command You, That of the Goods and Chattels of L. D. Fulkerson  
Curator &c and Chas. E. Baylor  
late in your Bailiwick, you cause to be made \$ 100.00, with legal interest thereon from the 25th  
day of January, 1887, till payment, which

A. L. Pridemore  
lately in our Circuit Court of Lee County, has recovered against them by suit for Deceit  
Also, \$ 257, which to the said Pridemore

in our Court were adjudged for his costs in  
that behalf expended whereof the said Fulkerson Curator &c  
& Baylor are convicted, as appears to us of record. And that you have the  
same before the Judge of our said Court at the Court House on the first Monday in April  
next, to render to the said Pridemore  
of the Deceit and costs as aforesaid.

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This 1st day of February 1888, in the 11<sup>th</sup> year of the Commonwealth.

J. A. G. Hyatt Clerk.

6 2.32  
Col. 25-  
2.57



2)

Choy (P)

2x2.

A. L. Pindemore

20 3/4 Li La

L. D. Fulkerson ite

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To April Rules 1888

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Held up by order of  
the Plaintiff Febry  
3<sup>rd</sup> 1888.

E. C. Munoy Deputy  
for S. D. Ewing. S. D.



# The Commonwealth of Virginia.

## To The Sheriff Of Lee County Greeting:

We Command You, That of the Goods and Chattels of L. D. Fulkerson  
and Charles E. Baylor  
late in your Bailiwick, you cause to be made \$ 414. 79 . with legal interest thereon from the 25<sup>th</sup>  
day of January . 18 87 . till payment, which A. Edmonson  
suor. for all the heirs of H. H. Edmonson

lately in our Circuit Court of Lee County, ha 2 recovered against them by suit for Deceit  
Also, \$ 3. 45 , which to the said Edmonson

in our Court were adjudged for his costs in  
that behalf expended whereof the said Fulkerson and Baylor

are convicted, as appears to us of record. And that you have the  
same before the Judge of our said Court at the Court House on the first Monday in November  
next, to render to the said Edmonson suor.  
of the Deceit and costs as aforesaid.

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This 10<sup>th</sup> day of Sept 18 88 , in the 11 3 year of the Commonwealth.

J. A. G. Hyatt Clerk.

C 320  
66 28  
3.45



Per. May 28<sup>th</sup> 1888 by J. B. Fulkerson for L. D. Fulkerson \$116.57  
 Cor. Sept 8<sup>th</sup> 1887, amt paid to L. D. Fulkerson \$75.00  
 " May 7<sup>th</sup> 1888 " " Same 26.00

2) May R+Q

A. Edmonson Guard

res 3 Fri Fri

L. D. Fulkerson vta

To Nav. Rules 1888

Not executed

Nov 1<sup>st</sup> 1888

Ed Bushak Sch

for R. D. Flanagan

S. L. C.

1887



# The Commonwealth of Virginia.

## To The Sheriff Of Lee County Greeting:

We Command You, That of the Goods and Chattels of

Curator & and Chas. E. Baylor

late in your Bailiwick, you cause to be made \$ 100.00, with legal interest thereon from the 25th  
day of January, 1887, till payment, which A. L. Pridemore

lately in our Circuit Court of Lee County, has recovered against them by suit for Deceit

Also, \$ 1.69, which to the said Pridemore

in our Court were adjudged for his cost: in

that behalf expended whereof the said Fulkerson Curator &

Chas. E. Baylor are convicted, as appears to us of record. And that you have the

same before the Judge of our said Court at the Court House on the first Monday in November

next, to render to the said Pridemore

of the Deceit and costs as aforesaid.

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This 9th day of Sept 1887, in the 11<sup>th</sup> year of the Commonwealth.

J. A. G. Hyatt Clerk.

6 1.44  
60 6 25  
\$1.69



3) Chay (D)  
Sept. 3<sup>r</sup>

A. L. Fardmore

as  $\frac{3}{4}$  Li Fa

L. D. Fulkerson Auditor

Lo. Gov. Rules 1887

Not executed on  
account of sickness  
S. H. Ewing S. L. &c.



# The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You, That of the Goods and Chattels of L. E. Fulkerson  
Curator & and Chas. E. Baylor  
late in your Bailiwick, you cause to be made \$ 32.02, with legal interest thereon from the 25-  
day of August, 1886, till payment, which The Bays  
Children

lately in our Circuit Court of Lee County, have recovered against them by suit for Deceit  
Also, \$ 1.69, which to the said Children

in our Court were adjudged for their costs in  
that behalf expended whereof the said Fulkerson Curator & Chas.

E. Baylor convicted, as appears to us of record. And that you have the  
same before the Judge of our said Court at the Court House on the first Monday in November  
next, to render to the said Bays Children  
of the Deceit and costs as aforesaid.

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This 9th day of Sept 1887, in the 112 year of the Commonwealth.

J. A. G. Hyatt Clerk.

C 144  
C 25  
\$ 1.69



4) Chcy H.J.M.  
Sept. 3. 2x3

The Bay Children

vs 3 Fri Ha

L.D. Fulkerson Austin

To Navr. Rules 1887

Did not leave  
the office.

J. A. G. Dyette



# The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You, That of the Goods and Chattels of L. D. Fulkerson  
Curator Chas. Daugherty's Est.

late in your Bailiwick, you cause to be made \$ 423.81, with legal interest thereon from the 1st  
 day of March, 1888, till payment, which S. M. and R. B.  
Beaty Administrators of John M. Beaty dec'd,  
 lately in our Circuit Court of Lee County, have recovered against him by suit for Deceit  
 Also, \$ 299.09 + 1.13, which to the said Beaty Admin

in our Court were adjudged for their costs in  
 that behalf expended whereof the said Fulkerson Curator

is convicted, as appears to us of record. And that you have the  
 same before the Judge of our said Court at the Court House on the first Monday in July  
 next, to render to the said Beaty Admin &c  
 of the Deceit and costs as aforesaid.

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This 15<sup>th</sup> day of May 1888, in the 11<sup>th</sup> year of the Commonwealth.

J. A. G. Hyatt Clerk.

7.79  
 88  
 88  
 955

Ok. le 7.79  
 11 Sur 30.00 + le 88.  
 8 .90 60 le 25)  
 Duncan Court 240.00 1.13  
 next 5.40  
 G. A. L. 5.00 299.09  
 15.00  
 \$299.09 \$300.22



3

10) Ches (D)

Apr. 7<sup>th</sup> 1888 (3)

S. M. & R. B. Beatty Admins

vs <sup>3</sup> Li Fa

L. D. Fulkerson Curator

To July Rules 1888

Not executed The parties  
claiming to try to settle  
the matter

Sept 10<sup>th</sup> 1888

A. S. Bishop Deputy  
for R. D. Flanagan

S. L. C

as per decree \$105.00 with interest from  
Jan 1<sup>st</sup> 1881, of this Treasury is for the  
benefit of St. C. Proctor & Co.  
See Ches 888. 141.  
\$200 of ~~the~~ Bank for Taxes within has been paid by L. D. Fulkerson



# The Commonwealth of Virginia.

## To The Sheriff Of Lee County Greeting:

We Command You, That of the Goods and Chattels of

L. D. Fulkerson  
and Charles E. Baylor

late in your Bailiwick, you cause to be made \$ 414. 79, with legal interest thereon from the 25<sup>th</sup>  
day of January, 1887, till payment, which A. Edmonson

Guarant. for all the heirs of H. W. Edmonson

lately in our Circuit Court of Lee County, has recovered against them by suit for Decease

Also, \$ 2.57, which to the said Edmonson

in our Court were adjudged for his costs in

that behalf expended whereof the said

Fulkerson and Baylor  
are convicted, as appears to us of record. And that you have the

same before the Judge of our said Court at the Court House on the first Monday in July

next, to render to the said Edmonson

of the Decease and costs as aforesaid.

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This 7<sup>th</sup> day of May 1888, in the 112 year of the Commonwealth.

J. A. G. Hyatt Clerk.

6 2.32  
6 25  
2.57



for the within Fi Fa May 28th 1888 One Hundred  
and seventy & 5/100 dollars paid by J. R. Gibson for L. D. Fulkerson  
to Richmond & Orr Atty for Edmonson as shown by  
receipt given by said Atty  
for Sept 8th 1887 amt paid L. D. Fulkerson as  
shown by his receipt in Fulkerson's hands \$75.00  
for May 7th 1888, amt paid L. D. Fulkerson  
atty & co shown by his receipt in the hands  
of L. D. Fulkerson - - - \$26.00

2) Chcy 100 + 00  
~~Sept. 3~~ 1887  
A. Edmonson Guard  
2+4 vs Hi Fa  
L. D. Fulkerson et al  
Lo July Rules 1888

Not executed  
Parties claimed they  
would pay at Rule day  
but ~~settled~~  
~~but failed to do so.~~  
E. S. Bishop Deputy  
for R. D. Flanary  
S. L. C.



# The Commonwealth of Virginia.

## To The Sheriff Of Lee County Greeting:

We Command You, That of the Goods and Chattels of

L. D. Fulkerson  
on ~~\$44.00~~ part thereof from May 22 1892 to \$43.40  
late in your Bailiwick, you cause to be made \$ 477.40, with legal interest thereon from the 12  
day of October, 1892, till payment, which Citizens Bank  
& Trust Co. lately in our Circuit Court of Lee County, have recovered against him by suit for Debt  
Also, \$ 7.54, which to the said Bank & Trust Co.  
in our Court were adjudged for its costs in  
that behalf expended whereof the said Fulkerson  
is convicted, as appears to us of record. And that you have the  
same before the Judge of our said Court at the Court House on the first Monday in Decr  
next, to render to the said Bank & Trust Co.  
of the Debt and costs as aforesaid.

And have then and there this writ. Witness, J. A. C. Hyatt, Clerk of said Court at the Courthouse.

This 13 day of October 1892, in the 117 year of the Commonwealth.

J. A. C. Hyatt Clerk.

C 4.79  
A 2.50  
C 6 25  
\$ 7.54



2) Circuit Court

Octo. 12/92 3/

Citizens Bank & Trust Co

vs 3 Fri Fa  
3

L. D. Fulkerson

---

To 1<sup>st</sup> Decr. Rules 1892.

---

Not leave the  
office until  
ordered.

Hyatt &



This Indenture made and entered into on this the 16th day of December A.D. 1892 between L. D. Fulkerson and wife Hattie Fulkerson of Lee County Virginia of the first part and John R. Gibson of the same State & County of the second part witnesseth - That the parties of the first part for and in consideration of the sum of one dollar, and the matters herein recited, have granted bargained sold and conveyed and do hereby grant bargain sell and convey with the said party of the second part the following described tracts of land lying and being in the County of Lee and state of Virginia and described as follows. The first tract is known as the Gibson tract and was purchased of Wm. F. & G. W. Gibson, and which tract of land is bounded on the west by the lands of R. M. Bales on the south by the lands of the heirs of J. F. Brown and on the east by the lands of H. C. J. Richmond, and contains by estimation



One hundred and thirty-five acres. But out of the above boundary there is reserved eight town lots which have heretofore been sold, each lot having a depth of 125 feet <sup>2d</sup> and a front of 25 feet. There is also reserved the right of way heretofore conveyed to the Louisville & Nashville Railroad Company for its right of way. One other lot, tract or parcel of land herein conveyed to the party of the second part being a small tract of land purchased by L. D. Fulkerson of R. M. Bales and on which was erected a brick dwelling house in which the parties of the first part now reside and adjoins the Gibson tract or the first tract herein described, on the east and on the north south and west by the lands of R. M. Bales and contains about three acres be the same more or less. To have and to hold the said premises above



described to the said party of the second part with the appurtenances thereunto belonging, hereby releasing all claims to Hornetiaad and Dover therein, to his heirs and assigns forever in fee simple, in trust for the uses and purposes herein after set forth: And the said parties of the first part for themselves, their heirs, executors and administrators covenant with the party of the second part his heirs and assigns, that they are lawfully seized in fee simple of the premises above conveyed and have full power and authority to convey the same and that said premises are free from all encumbrances, except for some remaining purchase money due on the first above described and some judgments of Charles Baylor and perhaps others constituting a lien on both of said tracts, and that they will forever warrant and defend



the said premises and the title thereto to to the party of the second part against the lawful claims and demands of all persons whomsoever.

But this deed is made to said party of the second part in trust for the use and purposes following. Whereas L. D. Fulkerson a party of the first part is indebted to the Bank of Shawanee a corporation duly organized and existing under and by virtue of the laws of the State of Tennessee as follows One note for \$600.00 dated Oct 21<sup>st</sup> 1892 and due ninety days after date, executed by L. D. Fulkerson to H. C. J. Richmond W. W. Balas and Hattie Fulkerson and by them endorsed to the Bank of Shawanee. One other note executed by L. D. Fulkerson to H. C. J. Richmond, R. J. Fulkerson & Hattie Fulkerson dated Nov. 11<sup>th</sup> 1892, and due ninety days after date, and by them endorsed to the Bank of



Shawnee, for the sum of \$300.<sup>00</sup>  
 One other note executed by L.  
 J. Fulkerson to Mattie Fulk-  
 erson for the sum of \$300.<sup>00</sup>  
 dated November the 5<sup>th</sup> 1892  
 and due ninety days after  
 date and by her endorsed to the  
 Bank of Shawnee. One other  
 note executed by L. J. Fulk-  
 erson to T. A. Hamilton and secur-  
 ed by Mattie Fulkerson and by  
 them endorsed to the Bank  
 of Shawnee, dated Nov. 5<sup>th</sup> 1892  
 and due ninety days after  
 date for the sum of \$250.<sup>00</sup>  
 One other note for the sum  
 of \$200.<sup>00</sup> executed by L. J.  
 Fulkerson to R. M. Bales  
 and by him endorsed to  
 the Bank of Shawnee dated  
 Sept 26<sup>th</sup> 1890 and due ninety  
 days after date. One other note  
 executed by L. J. Fulkerson to  
 W. W. Bales dated Sept. the 24<sup>th</sup>  
 1892 and due ninety days  
 after date and by him endor-  
 sed to the Bank of Shawnee  
 for the sum of \$150.<sup>00</sup> One  
 other note executed by L. J.



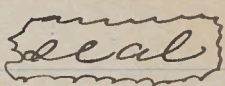
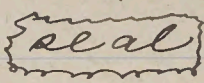
Fulkerson H. C. J. Richmond  
R. J. Fulkerson, C. C. Fulkerson  
and endorsed to the bank of  
Shawnee, dated dated Nov. 1  
1892 and due ninety days  
after date for the sum of  
\$214.65. One other note exe-  
cuted by Hattie Fulkerson to  
L. J. Fulkerson and by him  
endorsed to the Bank of  
Shawnee dated June 4th  
1892 for the sum of \$400.00  
and due ninety days after  
date. Now therefore  
whereas the parties of the first  
part are desirous of securing  
and saving harmless the  
Bank of Shawnee and their  
said sureties and endorsers  
on the above described notes  
if therefore the parties of the  
first part shall pay or  
cause to be paid the full  
amount of the above notes  
with the interest thereon on  
the first day of January 1894  
then these presents and the  
estate hereby conveyed



shall cease and be void. But if default be made in payment of the same, or of any part thereof, or the interest therein then said party of the second part after giving thirty days notice of the time and place of sale, shall proceed to sell the premises and lands above described and conveyed at public auction to the highest and best bidder for cash in hand, at the front door of the court house in Jonesville Virginia free from and in bar of the equity of redemption which is hereby waived and surrendered, and said party of the second part shall apply the proceeds of sale first to the payment of costs incident to this trust secure, to the payment of the notes above described with the interest thereon. Then pay the remainder to the parties of the first part. In witness whereof the



Parties of the first part have  
hereunto set their hands and  
affixed their seals the day<sup>and</sup>  
year first above written.

L. J. Fulkerson   
Hattie A. Fulkerson 

Lee County, to wit:  
I G. W. Dillman a  
justice of the Peace for the  
County aforesaid in the state  
of Virginia do certify that  
L. J. Fulkerson and Hattie A.  
Fulkerson his wife whose  
names are signed to the writing  
above, bearing date on the 16<sup>th</sup>  
day of December 1892 have  
acknowledged the same be-  
fore me in my County afore-  
said. Given under my hand  
this 16<sup>th</sup> day of Dec 1892.

G. W. Dillman J.P.

Virginia, Lee County, to wit:  
In the  
office of the clerk of the said  
County the 19<sup>th</sup> day of De-  
cember, 1892, this deed of



(9)

Trust was presented, and  
together with the certificate  
thereto annexed, admitted to  
record.

Teste: John R. Gibson, clerk.



L. J. Fulkerson  
(4) et ux  
15

J. R. Gibson

D. B. 29 pa 136,  
137 & 138.

---

Sept 26 1890. \$200. + 90 days

June 4 1892 400. + " "

Sept 24 " 150. + " "

Oct. 21 " 600. + " "

Nov 1st " 214.65 " "

" 5th " 500.00 + " "

" 5th " 250. + " "

" 11 " 300. + " "

\$2614.65

Out to Jan 1890 88.40

\$2703.05

~~150~~



List of liens against the real Estate  
of L. D. Fulkerson, to whom due  
and on what lands they exist, and  
their priorities.

1	For note executed to George W. Gibson on the 1 <sup>st</sup> day of October 1887 for lands purchased of him & William H. Gibson. (See note & check suit) for	\$1879.52	
	" Interest thereon to Octo. 2 <sup>nd</sup> 1888	112.77	
one half \$939.76	By this sum paid by H. C. Richmond	\$1992.29	
	To Int on \$939.76 $\frac{1}{2}$ prin to Octo 1 <sup>st</sup> 1889	996.15	
	By this sum paid by L. D. Fulkerson "	\$996.14	
	Int on this sum to June 1 <sup>st</sup> 1893.	56.38	
	Total Prin & Int, due Gibson "	\$1052.52	
	Add Cost of Check suit (pay)	112.76	
	To Chas. E. Baylor for decree of the circuit Court Lee County Sept 3 <sup>rd</sup> 1887 for this sum	\$939.76	
2x1	Int. from Aug. 25 <sup>th</sup> 1886 to June 1 <sup>st</sup> 1893.	206.74	
	Credit Sept. 1 <sup>st</sup> 1889	\$1146.50	
	Estimated Cost of suit	75.50	\$1222.00
	Cost on fi fa to C	1.69	\$2770.44
	To. A. L. Pridemore for decree Lee Circuit Court Sept 3 <sup>rd</sup> 1887	100.00	
2x2	Int from Jan. 25 <sup>th</sup> 1887 to June 1 <sup>st</sup> 1893	38.10	
	Add costs in fi fa	2.57	140.67
	To. The Bays children by like decree	32.02	
2x3	Interest from Aug. 25 <sup>th</sup> 1886 to June 1 <sup>st</sup> 1893	13.00	
	Add Cost in fi fa	1.69	46.69
	Liens forwarded		\$4179.80



1893

June 1

To amount debits brought over \$4179 80

To A. Edmonson Guardian for all the heirs  
of H. W. Edmonson for decree of Lee County  
circuit court Sept 3<sup>rd</sup> 1887 \$414 79

2+4

" Out from 25<sup>th</sup> Jan'y 1887 to May 28<sup>th</sup> 1888 33 38

By Credit May 28<sup>th</sup> 1888 \$448 17

" " paid to J. Dimeau Sept 8<sup>th</sup> 1887 \$331 63

" " " Same May 7<sup>th</sup> 1888 75 00

" Out from May 28<sup>th</sup> 1888 to June 1<sup>st</sup> 1893 \$256 63

Add costs on fi fa's - to clerks 26 00

To A. Edmonson Guardian for  
Mary F., Chas. E., & W. F. Edmonson  
for like decree Sept 3<sup>rd</sup> 1887 \$192 22

2+5

" Out from Aug. 25<sup>th</sup> 1886 to May 26<sup>th</sup> 1888 19 13

credit May 26<sup>th</sup> 1888 \$211 35

" Out from May 26<sup>th</sup> 1888 to June 1<sup>st</sup> 1893 68 05

Add costs issuing fi fa \$143 30

To the heirs of Elizabeth Green  
(now assigned to James D. Morgan  
et al) for like decree Sept. 3<sup>rd</sup> 1887 \$192 22

2+6

Out from Aug 25<sup>th</sup> 1886 to June 1<sup>st</sup> 1893 78 04

Add cost issuing fi fa 3 45 189 88

To Emma Harber for like decree  
rendered Sept. 3<sup>rd</sup> 1887 38 44

2+7

Out from Aug. 25<sup>th</sup> 1886 to June 1<sup>st</sup> 1893 15 60

Add Cost issuing fi fa 1 69 55 73

Amount forward \$5002 38



1893

June 1 <sup>st</sup>	To this sum debits or liens forwarded	\$5002.38	
	To the Citizens Bank and Trust Co, for Judgment of Lee Circuit Court Octo 12 <sup>th</sup> 1892		
3	for this sum	\$477.40	
	Int on \$434. <sup>00</sup> thereof from May 2 <sup>nd</sup> 1892 to June 1 <sup>st</sup> 1893	28.21	
	" " 43.40 residue " Octo 12 <sup>th</sup> " " " "	1.64	
	Add Cast of Law suit	7.54	514.79
	To Bank of Shawanee for note No 1 embraced in Deed of Trust 19 <sup>th</sup> Decr. 1892	200.00	to July 1 <sup>st</sup> 1893
	Int. from Decr. 19 <sup>th</sup> 1890, till June 1 <sup>st</sup> 1893	29.40	
	To Same for note No 2. likewise secured	400.00	
4	Int. from Sept. 4 <sup>th</sup> 1892, to June 1 <sup>st</sup> 1893	17.80	
	To Same for note No 3. likewise secured	150.00	to July 1 <sup>st</sup> 1893
	Int from Decr. 24 <sup>th</sup> 1892. to June 1 <sup>st</sup> 1893	3.92	
	To Same for note No 4 likewise secured	600.00	to July 1 <sup>st</sup> 1893
	Int from Jan'y 21 <sup>st</sup> 1893, to June 1 <sup>st</sup> 1893	13.00	
	To Same for note No 5. likewise secured	214.65	to July 1 <sup>st</sup> 1893
	Int from Feby 1 <sup>st</sup> 1893 to June 1 <sup>st</sup> 1893	4.29	
	To Same for note No 6. likewise secured	500.00	to July 1 <sup>st</sup> 1893
	Int from Feby 5 <sup>th</sup> 1893 to June 1 <sup>st</sup> 1893	9.66	
	To Same for note No 7. likewise secured	250.00	
	Int from Feby 5 <sup>th</sup> 1893 to June 1 <sup>st</sup> 1893	4.83	
	To Same for note No 8. likewise secured	300.00	
	Int from Feby 11 <sup>th</sup> 1893 to June 1 <sup>st</sup> 1893	5.50	
	Add Costs of Deed Trust (say)	3.05	\$2706.10
	To Eliza A. Taylor for Judt circuit Court March 6 <sup>th</sup> 1893	\$432.00	
5	Int from 22 <sup>nd</sup> May 92 to June 1 <sup>st</sup> 1893.	36.56	
	Add cast of Law cause	8.04	\$476.60
	Total liens existing	\$8699.87	

Print 2614.65  
Int 88.40  
Cost 2703.08  
3.05  
\$2706.10



Chas. E. Baylon  
vs <sup>3</sup> <sup>4</sup> <sup>5</sup> <sup>6</sup> <sup>7</sup> <sup>8</sup> <sup>9</sup> <sup>10</sup> <sup>11</sup> <sup>12</sup> <sup>13</sup> <sup>14</sup> <sup>15</sup> <sup>16</sup> <sup>17</sup> <sup>18</sup> <sup>19</sup> <sup>20</sup> <sup>21</sup> <sup>22</sup> <sup>23</sup> <sup>24</sup> <sup>25</sup> <sup>26</sup> <sup>27</sup> <sup>28</sup> <sup>29</sup> <sup>30</sup> <sup>31</sup> <sup>32</sup> <sup>33</sup> <sup>34</sup> <sup>35</sup> <sup>36</sup> <sup>37</sup> <sup>38</sup> <sup>39</sup> <sup>40</sup> <sup>41</sup> <sup>42</sup> <sup>43</sup> <sup>44</sup> <sup>45</sup> <sup>46</sup> <sup>47</sup> <sup>48</sup> <sup>49</sup> <sup>50</sup> <sup>51</sup> <sup>52</sup> <sup>53</sup> <sup>54</sup> <sup>55</sup> <sup>56</sup> <sup>57</sup> <sup>58</sup> <sup>59</sup> <sup>60</sup> <sup>61</sup> <sup>62</sup> <sup>63</sup> <sup>64</sup> <sup>65</sup> <sup>66</sup> <sup>67</sup> <sup>68</sup> <sup>69</sup> <sup>70</sup> <sup>71</sup> <sup>72</sup> <sup>73</sup> <sup>74</sup> <sup>75</sup> <sup>76</sup> <sup>77</sup> <sup>78</sup> <sup>79</sup> <sup>80</sup> <sup>81</sup> <sup>82</sup> <sup>83</sup> <sup>84</sup> <sup>85</sup> <sup>86</sup> <sup>87</sup> <sup>88</sup> <sup>89</sup> <sup>90</sup> <sup>91</sup> <sup>92</sup> <sup>93</sup> <sup>94</sup> <sup>95</sup> <sup>96</sup> <sup>97</sup> <sup>98</sup> <sup>99</sup> <sup>100</sup> <sup>101</sup> <sup>102</sup> <sup>103</sup> <sup>104</sup> <sup>105</sup> <sup>106</sup> <sup>107</sup> <sup>108</sup> <sup>109</sup> <sup>110</sup> <sup>111</sup> <sup>112</sup> <sup>113</sup> <sup>114</sup> <sup>115</sup> <sup>116</sup> <sup>117</sup> <sup>118</sup> <sup>119</sup> <sup>120</sup> <sup>121</sup> <sup>122</sup> <sup>123</sup> <sup>124</sup> <sup>125</sup> <sup>126</sup> <sup>127</sup> <sup>128</sup> <sup>129</sup> <sup>130</sup> <sup>131</sup> <sup>132</sup> <sup>133</sup> <sup>134</sup> <sup>135</sup> <sup>136</sup> <sup>137</sup> <sup>138</sup> <sup>139</sup> <sup>140</sup> <sup>141</sup> <sup>142</sup> <sup>143</sup> <sup>144</sup> <sup>145</sup> <sup>146</sup> <sup>147</sup> <sup>148</sup> <sup>149</sup> <sup>150</sup> <sup>151</sup> <sup>152</sup> <sup>153</sup> <sup>154</sup> <sup>155</sup> <sup>156</sup> <sup>157</sup> <sup>158</sup> <sup>159</sup> <sup>160</sup> <sup>161</sup> <sup>162</sup> <sup>163</sup> <sup>164</sup> <sup>165</sup> <sup>166</sup> <sup>167</sup> <sup>168</sup> <sup>169</sup> <sup>170</sup> <sup>171</sup> <sup>172</sup> <sup>173</sup> <sup>174</sup> <sup>175</sup> <sup>176</sup> <sup>177</sup> <sup>178</sup> <sup>179</sup> <sup>180</sup> <sup>181</sup> <sup>182</sup> <sup>183</sup> <sup>184</sup> <sup>185</sup> <sup>186</sup> <sup>187</sup> <sup>188</sup> <sup>189</sup> <sup>190</sup> <sup>191</sup> <sup>192</sup> <sup>193</sup> <sup>194</sup> <sup>195</sup> <sup>196</sup> <sup>197</sup> <sup>198</sup> <sup>199</sup> <sup>200</sup> <sup>201</sup> <sup>202</sup> <sup>203</sup> <sup>204</sup> <sup>205</sup> <sup>206</sup> <sup>207</sup> <sup>208</sup> <sup>209</sup> <sup>210</sup> <sup>211</sup> <sup>212</sup> <sup>213</sup> <sup>214</sup> <sup>215</sup> <sup>216</sup> <sup>217</sup> <sup>218</sup> <sup>219</sup> <sup>220</sup> <sup>221</sup> <sup>222</sup> <sup>223</sup> <sup>224</sup> <sup>225</sup> <sup>226</sup> <sup>227</sup> <sup>228</sup> <sup>229</sup> <sup>230</sup> <sup>231</sup> <sup>232</sup> <sup>233</sup> <sup>234</sup> <sup>235</sup> <sup>236</sup> <sup>237</sup> <sup>238</sup> <sup>239</sup> <sup>240</sup> <sup>241</sup> <sup>242</sup> <sup>243</sup> <sup>244</sup> <sup>245</sup> <sup>246</sup> <sup>247</sup> <sup>248</sup> <sup>249</sup> <sup>250</sup> <sup>251</sup> <sup>252</sup> <sup>253</sup> <sup>254</sup> <sup>255</sup> <sup>256</sup> <sup>257</sup> <sup>258</sup> <sup>259</sup> <sup>260</sup> <sup>261</sup> <sup>262</sup> <sup>263</sup> <sup>264</sup> <sup>265</sup> <sup>266</sup> <sup>267</sup> <sup>268</sup> <sup>269</sup> <sup>270</sup> <sup>271</sup> <sup>272</sup> <sup>273</sup> <sup>274</sup> <sup>275</sup> <sup>276</sup> <sup>277</sup> <sup>278</sup> <sup>279</sup> <sup>280</sup> <sup>281</sup> <sup>282</sup> <sup>283</sup> <sup>284</sup> <sup>285</sup> <sup>286</sup> <sup>287</sup> <sup>288</sup> <sup>289</sup> <sup>290</sup> <sup>291</sup> <sup>292</sup> <sup>293</sup> <sup>294</sup> <sup>295</sup> <sup>296</sup> <sup>297</sup> <sup>298</sup> <sup>299</sup> <sup>300</sup> <sup>301</sup> <sup>302</sup> <sup>303</sup> <sup>304</sup> <sup>305</sup> <sup>306</sup> <sup>307</sup> <sup>308</sup> <sup>309</sup> <sup>310</sup> <sup>311</sup> <sup>312</sup> <sup>313</sup> <sup>314</sup> <sup>315</sup> <sup>316</sup> <sup>317</sup> <sup>318</sup> <sup>319</sup> <sup>320</sup> <sup>321</sup> <sup>322</sup> <sup>323</sup> <sup>324</sup> <sup>325</sup> <sup>326</sup> <sup>327</sup> <sup>328</sup> <sup>329</sup> <sup>330</sup> <sup>331</sup> <sup>332</sup> <sup>333</sup> <sup>334</sup> <sup>335</sup> <sup>336</sup> <sup>337</sup> <sup>338</sup> <sup>339</sup> <sup>340</sup> <sup>341</sup> <sup>342</sup> <sup>343</sup> <sup>344</sup> <sup>345</sup> <sup>346</sup> <sup>347</sup> <sup>348</sup> <sup>349</sup> <sup>350</sup> <sup>351</sup> <sup>352</sup> <sup>353</sup> <sup>354</sup> <sup>355</sup> <sup>356</sup> <sup>357</sup> <sup>358</sup> <sup>359</sup> <sup>360</sup> <sup>361</sup> <sup>362</sup> <sup>363</sup> <sup>364</sup> <sup>365</sup> <sup>366</sup> <sup>367</sup> <sup>368</sup> <sup>369</sup> <sup>370</sup> <sup>371</sup> <sup>372</sup> <sup>373</sup> <sup>374</sup> <sup>375</sup> <sup>376</sup> <sup>377</sup> <sup>378</sup> <sup>379</sup> <sup>380</sup> <sup>381</sup> <sup>382</sup> <sup>383</sup> <sup>384</sup> <sup>385</sup> <sup>386</sup> <sup>387</sup> <sup>388</sup> <sup>389</sup> <sup>390</sup> <sup>391</sup> <sup>392</sup> <sup>393</sup> <sup>394</sup> <sup>395</sup> <sup>396</sup> <sup>397</sup> <sup>398</sup> <sup>399</sup> <sup>400</sup> <sup>401</sup> <sup>402</sup> <sup>403</sup> <sup>404</sup> <sup>405</sup> <sup>406</sup> <sup>407</sup> <sup>408</sup> <sup>409</sup> <sup>410</sup> <sup>411</sup> <sup>412</sup> <sup>413</sup> <sup>414</sup> <sup>415</sup> <sup>416</sup> <sup>417</sup> <sup>418</sup> <sup>419</sup> <sup>420</sup> <sup>421</sup> <sup>422</sup> <sup>423</sup> <sup>424</sup> <sup>425</sup> <sup>426</sup> <sup>427</sup> <sup>428</sup> <sup>429</sup> <sup>430</sup> <sup>431</sup> <sup>432</sup> <sup>433</sup> <sup>434</sup> <sup>435</sup> <sup>436</sup> <sup>437</sup> <sup>438</sup> <sup>439</sup> <sup>440</sup> <sup>441</sup> <sup>442</sup> <sup>443</sup> <sup>444</sup> <sup>445</sup> <sup>446</sup> <sup>447</sup> <sup>448</sup> <sup>449</sup> <sup>450</sup> <sup>451</sup> <sup>452</sup> <sup>453</sup> <sup>454</sup> <sup>455</sup> <sup>456</sup> <sup>457</sup> <sup>458</sup> <sup>459</sup> <sup>460</sup> <sup>461</sup> <sup>462</sup> <sup>463</sup> <sup>464</sup> <sup>465</sup> <sup>466</sup> <sup>467</sup> <sup>468</sup> <sup>469</sup> <sup>470</sup> <sup>471</sup> <sup>472</sup> <sup>473</sup> <sup>474</sup> <sup>475</sup> <sup>476</sup> <sup>477</sup> <sup>478</sup> <sup>479</sup> <sup>480</sup> <sup>481</sup> <sup>482</sup> <sup>483</sup> <sup>484</sup> <sup>485</sup> <sup>486</sup> <sup>487</sup> <sup>488</sup> <sup>489</sup> <sup>490</sup> <sup>491</sup> <sup>492</sup> <sup>493</sup> <sup>494</sup> <sup>495</sup> <sup>496</sup> <sup>497</sup> <sup>498</sup> <sup>499</sup> <sup>500</sup> <sup>501</sup> <sup>502</sup> <sup>503</sup> <sup>504</sup> <sup>505</sup> <sup>506</sup> <sup>507</sup> <sup>508</sup> <sup>509</sup> <sup>510</sup> <sup>511</sup> <sup>512</sup> <sup>513</sup> <sup>514</sup> <sup>515</sup> <sup>516</sup> <sup>517</sup> <sup>518</sup> <sup>519</sup> <sup>520</sup> <sup>521</sup> <sup>522</sup> <sup>523</sup> <sup>524</sup> <sup>525</sup> <sup>526</sup> <sup>527</sup> <sup>528</sup> <sup>529</sup> <sup>530</sup> <sup>531</sup> <sup>532</sup> <sup>533</sup> <sup>534</sup> <sup>535</sup> <sup>536</sup> <sup>537</sup> <sup>538</sup> <sup>539</sup> <sup>540</sup> <sup>541</sup> <sup>542</sup> <sup>543</sup> <sup>544</sup> <sup>545</sup> <sup>546</sup> <sup>547</sup> <sup>548</sup> <sup>549</sup> <sup>550</sup> <sup>551</sup> <sup>552</sup> <sup>553</sup> <sup>554</sup> <sup>555</sup> <sup>556</sup> <sup>557</sup> <sup>558</sup> <sup>559</sup> <sup>560</sup> <sup>561</sup> <sup>562</sup> <sup>563</sup> <sup>564</sup> <sup>565</sup> <sup>566</sup> <sup>567</sup> <sup>568</sup> <sup>569</sup> <sup>570</sup> <sup>571</sup> <sup>572</sup> <sup>573</sup> <sup>574</sup> <sup>575</sup> <sup>576</sup> <sup>577</sup> <sup>578</sup> <sup>579</sup> <sup>580</sup> <sup>581</sup> <sup>582</sup> <sup>583</sup> <sup>584</sup> <sup>585</sup> <sup>586</sup> <sup>587</sup> <sup>588</sup> <sup>589</sup> <sup>590</sup> <sup>591</sup> <sup>592</sup> <sup>593</sup> <sup>594</sup> <sup>595</sup> <sup>596</sup> <sup>597</sup> <sup>598</sup> <sup>599</sup> <sup>600</sup> <sup>601</sup> <sup>602</sup> <sup>603</sup> <sup>604</sup> <sup>605</sup> <sup>606</sup> <sup>607</sup> <sup>608</sup> <sup>609</sup> <sup>610</sup> <sup>611</sup> <sup>612</sup> <sup>613</sup> <sup>614</sup> <sup>615</sup> <sup>616</sup> <sup>617</sup> <sup>618</sup> <sup>619</sup> <sup>620</sup> <sup>621</sup> <sup>622</sup> <sup>623</sup> <sup>624</sup> <sup>625</sup> <sup>626</sup> <sup>627</sup> <sup>628</sup> <sup>629</sup> <sup>630</sup> <sup>631</sup> <sup>632</sup> <sup>633</sup> <sup>634</sup> <sup>635</sup> <sup>636</sup> <sup>637</sup> <sup>638</sup> <sup>639</sup> <sup>640</sup> <sup>641</sup> <sup>642</sup> <sup>643</sup> <sup>644</sup> <sup>645</sup> <sup>646</sup> <sup>647</sup> <sup>648</sup> <sup>649</sup> <sup>650</sup> <sup>651</sup> <sup>652</sup> <sup>653</sup> <sup>654</sup> <sup>655</sup> <sup>656</sup> <sup>657</sup> <sup>658</sup> <sup>659</sup> <sup>660</sup> <sup>661</sup> <sup>662</sup> <sup>663</sup> <sup>664</sup> <sup>665</sup> <sup>666</sup> <sup>667</sup> <sup>668</sup> <sup>669</sup> <sup>670</sup> <sup>671</sup> <sup>672</sup> <sup>673</sup> <sup>674</sup> <sup>675</sup> <sup>676</sup> <sup>677</sup> <sup>678</sup> <sup>679</sup> <sup>680</sup> <sup>681</sup> <sup>682</sup> <sup>683</sup> <sup>684</sup> <sup>685</sup> <sup>686</sup> <sup>687</sup> <sup>688</sup> <sup>689</sup> <sup>690</sup> <sup>691</sup> <sup>692</sup> <sup>693</sup> <sup>694</sup> <sup>695</sup> <sup>696</sup> <sup>697</sup> <sup>698</sup> <sup>699</sup> <sup>700</sup> <sup>701</sup> <sup>702</sup> <sup>703</sup> <sup>704</sup> <sup>705</sup> <sup>706</sup> <sup>707</sup> <sup>708</sup> <sup>709</sup> <sup>710</sup> <sup>711</sup> <sup>712</sup> <sup>713</sup> <sup>714</sup> <sup>715</sup> <sup>716</sup> <sup>717</sup> <sup>718</sup> <sup>719</sup> <sup>720</sup> <sup>721</sup> <sup>722</sup> <sup>723</sup> <sup>724</sup> <sup>725</sup> <sup>726</sup> <sup>727</sup> <sup>728</sup> <sup>729</sup> <sup>730</sup> <sup>731</sup> <sup>732</sup> <sup>733</sup> <sup>734</sup> <sup>735</sup> <sup>736</sup> <sup>737</sup> <sup>738</sup> <sup>739</sup> <sup>740</sup> <sup>741</sup> <sup>742</sup> <sup>743</sup> <sup>744</sup> <sup>745</sup> <sup>746</sup> <sup>747</sup> <sup>748</sup> <sup>749</sup> <sup>750</sup> <sup>751</sup> <sup>752</sup> <sup>753</sup> <sup>754</sup> <sup>755</sup> <sup>756</sup> <sup>757</sup> <sup>758</sup> <sup>759</sup> <sup>760</sup> <sup>761</sup> <sup>762</sup> <sup>763</sup> <sup>764</sup> <sup>765</sup> <sup>766</sup> <sup>767</sup> <sup>768</sup> <sup>769</sup> <sup>770</sup> <sup>771</sup> <sup>772</sup> <sup>773</sup> <sup>774</sup> <sup>775</sup> <sup>776</sup> <sup>777</sup> <sup>778</sup> <sup>779</sup> <sup>780</sup> <sup>781</sup> <sup>782</sup> <sup>783</sup> <sup>784</sup> <sup>785</sup> <sup>786</sup> <sup>787</sup> <sup>788</sup> <sup>789</sup> <sup>790</sup> <sup>791</sup> <sup>792</sup> <sup>793</sup> <sup>794</sup> <sup>795</sup> <sup>796</sup> <sup>797</sup> <sup>798</sup> <sup>799</sup> <sup>800</sup> <sup>801</sup> <sup>802</sup> <sup>803</sup> <sup>804</sup> <sup>805</sup> <sup>806</sup> <sup>807</sup> <sup>808</sup> <sup>809</sup> <sup>810</sup> <sup>811</sup> <sup>812</sup> <sup>813</sup> <sup>814</sup> <sup>815</sup> <sup>816</sup> <sup>817</sup> <sup>818</sup> <sup>819</sup> <sup>820</sup> <sup>821</sup> <sup>822</sup> <sup>823</sup> <sup>824</sup> <sup>825</sup> <sup>826</sup> <sup>827</sup> <sup>828</sup> <sup>829</sup> <sup>830</sup> <sup>831</sup> <sup>832</sup> <sup>833</sup> <sup>834</sup> <sup>835</sup> <sup>836</sup> <sup>837</sup> <sup>838</sup> <sup>839</sup> <sup>840</sup> <sup>841</sup> <sup>842</sup> <sup>843</sup> <sup>844</sup> <sup>845</sup> <sup>846</sup> <sup>847</sup> <sup>848</sup> <sup>849</sup> <sup>850</sup> <sup>851</sup> <sup>852</sup> <sup>853</sup> <sup>854</sup> <sup>855</sup> <sup>856</sup> <sup>857</sup> <sup>858</sup> <sup>859</sup> <sup>860</sup> <sup>861</sup> <sup>862</sup> <sup>863</sup> <sup>864</sup> <sup>865</sup> <sup>866</sup> <sup>867</sup> <sup>868</sup> <sup>869</sup> <sup>870</sup> <sup>871</sup> <sup>872</sup> <sup>873</sup> <sup>874</sup> <sup>875</sup> <sup>876</sup> <sup>877</sup> <sup>878</sup> <sup>879</sup> <sup>880</sup> <sup>881</sup> <sup>882</sup> <sup>883</sup> <sup>884</sup> <sup>885</sup> <sup>886</sup> <sup>887</sup> <sup>888</sup> <sup>889</sup> <sup>890</sup> <sup>891</sup> <sup>892</sup> <sup>893</sup> <sup>894</sup> <sup>895</sup> <sup>896</sup> <sup>897</sup> <sup>898</sup> <sup>899</sup> <sup>900</sup> <sup>901</sup> <sup>902</sup> <sup>903</sup> <sup>904</sup> <sup>905</sup> <sup>906</sup> <sup>907</sup> <sup>908</sup> <sup>909</sup> <sup>910</sup> <sup>911</sup> <sup>912</sup> <sup>913</sup> <sup>914</sup> <sup>915</sup> <sup>916</sup> <sup>917</sup> <sup>918</sup> <sup>919</sup> <sup>920</sup> <sup>921</sup> <sup>922</sup> <sup>923</sup> <sup>924</sup> <sup>925</sup> <sup>926</sup> <sup>927</sup> <sup>928</sup> <sup>929</sup> <sup>930</sup> <sup>931</sup> <sup>932</sup> <sup>933</sup> <sup>934</sup> <sup>935</sup> <sup>936</sup> <sup>937</sup> <sup>938</sup> <sup>939</sup> <sup>940</sup> <sup>941</sup> <sup>942</sup> <sup>943</sup> <sup>944</sup> <sup>945</sup> <sup>946</sup> <sup>947</sup> <sup>948</sup> <sup>949</sup> <sup>950</sup> <sup>951</sup> <sup>952</sup> <sup>953</sup> <sup>954</sup> <sup>955</sup> <sup>956</sup> <sup>957</sup> <sup>958</sup> <sup>959</sup> <sup>960</sup> <sup>961</sup> <sup>962</sup> <sup>963</sup> <sup>964</sup> <sup>965</sup> <sup>966</sup> <sup>967</sup> <sup>968</sup> <sup>969</sup> <sup>970</sup> <sup>971</sup> <sup>972</sup> <sup>973</sup> <sup>974</sup> <sup>975</sup> <sup>976</sup> <sup>977</sup> <sup>978</sup> <sup>979</sup> <sup>980</sup> <sup>981</sup> <sup>982</sup> <sup>983</sup> <sup>984</sup> <sup>985</sup> <sup>986</sup> <sup>987</sup> <sup>988</sup> <sup>989</sup> <sup>990</sup> <sup>991</sup> <sup>992</sup> <sup>993</sup> <sup>994</sup> <sup>995</sup> <sup>996</sup> <sup>997</sup> <sup>998</sup> <sup>999</sup> <sup>1000</sup> <sup>1001</sup> <sup>1002</sup> <sup>1003</sup> <sup>1004</sup> <sup>1005</sup> <sup>1006</sup> <sup>1007</sup> <sup>1008</sup> <sup>1009</sup> <sup>1010</sup> <sup>1011</sup> <sup>1012</sup> <sup>1013</sup> <sup>1014</sup> <sup>1015</sup> <sup>1016</sup> <sup>1017</sup> <sup>1018</sup> <sup>1019</sup> <sup>1020</sup> <sup>1021</sup> <sup>1022</sup> <sup>1023</sup> <sup>1024</sup> <sup>1025</sup> <sup>1026</sup> <sup>1027</sup> <sup>1028</sup> <sup>1029</sup> <sup>1030</sup> <sup>1031</sup> <sup>1032</sup> <sup>1033</sup> <sup>1034</sup> <sup>1035</sup> <sup>1036</sup> <sup>1037</sup> <sup>1038</sup> <sup>1039</sup> <sup>1040</sup> <sup>1041</sup> <sup>1042</sup> <sup>1043</sup> <sup>1044</sup> <sup>1045</sup> <sup>1046</sup> <sup>1047</sup> <sup>1048</sup> <sup>1049</sup> <sup>1050</sup> <sup>1051</sup> <sup>1052</sup> <sup>1053</sup> <sup>1054</sup> <sup>1055</sup> <sup>1056</sup> <sup>1057</sup> <sup>1058</sup> <sup>1059</sup> <sup>1060</sup> <sup>1061</sup> <sup>1062</sup> <sup>1063</sup> <sup>1064</sup> <sup>1065</sup> <sup>1066</sup> <sup>1067</sup> <sup>1068</sup> <sup>1069</sup> <sup>1070</sup> <sup>1071</sup> <sup>1072</sup> <sup>1073</sup> <sup>1074</sup> <sup>1075</sup> <sup>1076</sup> <sup>1077</sup> <sup>1078</sup> <sup>1079</sup> <sup>1080</sup> <sup>1081</sup> <sup>1082</sup> <sup>1083</sup> <sup>1084</sup> <sup>1085</sup> <sup>1086</sup> <sup>1087</sup> <sup>1088</sup> <sup>1089</sup> <sup>1090</sup> <sup>1091</sup> <sup>1092</sup> <sup>1093</sup> <sup>1094</sup> <sup>1095</sup> <sup>1096</sup> <sup>1097</sup> <sup>1098</sup> <sup>1099</sup> <sup>1100</sup> <sup>1101</sup> <sup>1102</sup> <sup>1103</sup> <sup>1104</sup> <sup>1105</sup> <sup>1106</sup> <sup>1107</sup> <sup>1108</sup> <sup>1109</sup> <sup>1110</sup> <sup>1111</sup> <sup>1112</sup> <sup>1113</sup> <sup>1114</sup> <sup>1115</sup> <sup>1116</sup> <sup>1117</sup> <sup>1118</sup> <sup>1119</sup> <sup>1120</sup> <sup>1121</sup> <sup>1122</sup> <sup>1123</sup> <sup>1124</sup> <sup>1125</sup> <sup>1126</sup> <sup>1127</sup> <sup>1128</sup> <sup>1129</sup> <sup>1130</sup> <sup>1131</sup> <sup>1132</sup> <sup>1133</sup> <sup>1134</sup> <sup>1135</sup> <sup>1136</sup> <sup>1137</sup> <sup>1138</sup> <sup>1139</sup> <sup>1140</sup> <sup>1141</sup> <sup>1142</sup> <sup>1143</sup> <sup>1144</sup> <sup>1145</sup> <sup>1146</sup> <sup>1147</sup> <sup>1148</sup> <sup>1149</sup> <sup>1150</sup> <sup>1151</sup> <sup>1152</sup> <sup>1153</sup> <sup>1154</sup> <sup>1155</sup> <sup>1156</sup> <sup>1157</sup> <sup>1158</sup> <sup>1159</sup> <sup>1160</sup> <sup>1161</sup> <sup>1162</sup> <sup>1163</sup> <sup>1164</sup> <sup>1165</sup> <sup>1166</sup> <sup>1167</sup> <sup>1168</sup> <sup>1169</sup> <sup>1170</sup> <sup>1171</sup> <sup>1172</sup> <sup>1173</sup> <sup>1174</sup> <sup>1175</sup> <sup>1176</sup> <sup>1177</sup> <sup>1178</sup> <sup>1179</sup> <sup>1180</sup> <sup>1181</sup> <sup>1182</sup> <sup>1183</sup> <sup>1184</sup> <sup>1185</sup> <sup>1186</sup> <sup>1187</sup> <sup>1188</sup> <sup>1189</sup> <sup>1190</sup> <sup>1191</sup> <sup>1192</sup> <sup>1193</sup> <sup>1194</sup> <sup>1195</sup> <sup>1196</sup> <sup>1197</sup> <sup>1198</sup> <sup>1199</sup> <sup>1200</sup> <sup>1201</sup> <sup>1202</sup> <sup>1203</sup> <sup>1204</sup> <sup>1205</sup> <sup>1206</sup> <sup>1207</sup> <sup>1208</sup> <sup>1209</sup> <sup>1210</sup> <sup>1211</sup> <sup>1212</sup> <sup>1213</sup> <sup>1214</sup> <sup>1215</sup> <sup>1216</sup> <sup>1217</sup> <sup>1218</sup> <sup>1219</sup> <sup>1220</sup> <sup>1221</sup> <sup>1222</sup> <sup>1223</sup> <sup>1224</sup> <sup>1225</sup> <sup>1226</sup> <sup>1227</sup> <sup>1228</sup> <sup>1229</sup> <sup>1230</sup> <sup>1231</sup> <sup>1232</sup> <sup>1233</sup> <sup>1234</sup> <sup>1235</sup> <sup>1236</sup> <sup>1237</sup> <sup>1238</sup> <sup>1239</sup> <sup>1240</sup> <sup>1241</sup> <sup>1242</sup> <sup>1243</sup> <sup>1244</sup> <sup>1245</sup> <sup>1246</sup> <sup>1247</sup> <sup>1248</sup> <sup>1249</sup> <sup>1250</sup> <sup>1251</sup> <sup>1252</sup> <sup>1253</sup> <sup>1254</sup> <sup>1255</sup> <sup>1256</sup> <sup>1257</sup> <sup>1258</sup> <sup>1259</sup> <sup>1260</sup> <sup>1261</sup> <sup>1262</sup> <sup>1263</sup> <sup>1264</sup> <sup>1265</sup> <sup>1266</sup> <sup>1267</sup> <sup>1268</sup> <sup>1269</sup> <sup>1270</sup> <sup>1271</sup> <sup>1272</sup> <sup>1273</sup> <sup>1274</sup> <sup>1275</sup> <sup>1276</sup> <sup>1277</sup> <sup>1278</sup> <sup>1279</sup> <sup>1280</sup> <sup>1281</sup> <sup>1282</sup> <sup>1283</sup> <sup>1284</sup> <sup>1285</sup> <sup>1286</sup> <sup>1287</sup> <sup>1288</sup> <sup>1289</sup> <sup>1290</sup> <sup>1291</sup> <sup>1292</sup> <sup>1293</sup> <sup>1294</sup> <sup>1295</sup> <sup>1296</sup> <sup>1297</sup> <sup>1298</sup> <sup>1299</sup> <sup>1300</sup> <sup>1301</sup> <sup>1302</sup> <sup>1303</sup> <sup>1304</sup> <sup>1305</sup> <sup>1306</sup> <sup>1307</sup> <sup>1308</sup> <sup>1309</sup> <sup>1310</sup> <sup>1311</sup> <sup>1312</sup> <sup>1313</sup> <sup>1314</sup> <sup>1315</sup> <sup>1316</sup> <sup>1317</sup> <sup>1318</sup> <sup>1319</sup> <sup>1320</sup> <sup>1321</sup> <sup>1322</sup> <sup>1323</sup> <sup>1324</sup> <sup>1325</sup> <sup>1326</sup> <sup>1327</sup> <sup>1328</sup> <sup>1329</sup> <sup>1330</sup> <sup>1331</sup> <sup>1332</sup> <sup>1333</sup> <sup>1334</sup> <sup>1335</sup> <sup>1336</sup> <sup>1337</sup> <sup>1338</sup> <sup>1339</sup> <sup>1340</sup> <sup>1341</sup> <sup>1342</sup> <sup>1343</sup> <sup>1344</sup> <sup>1345</sup> <sup>1346</sup> <sup>1347</</sup>



List of Costs due J. A. S. Hyatt  
in the Chancery Cause of Chas E.  
Baylor vs L. D. Fulkerson

Fee as clerk to July 1893	\$17.99✓
" " Court,	35.00✓
" " Court	30.00✓
" " clerk fifa of Baylor	<del>72.99</del> 1.69
" " " " " Pridemore	2.57
" " " " " A. Edmonson	5.21
" " " " " Same	3.45-
" " " " " Bays Children	1.69
" " " " " Emma Harbin	1.69
" " " " " Elizabeth Green	1.69
" " " " " A. L. Pridemore	44.55✓
" " " Fees due Hyatt as Comte	76.00
	<u>\$221.53</u>

Fee as Clerk vs Eliza A. Taylor 5.51  
" Jam Fultow 5.51

72 99  
12 95-  
85.94



List of Costs &c  
due Hyatt  
\$221.53

Gibson Cause \$12.95-

80
13
<u>52</u>
147



Date of Judgment	By what Court rendered	Time of Docketing	Judgment Name and description and Residence of Parties	Debit Docket
1887 Sept 30	Lee Circuit Court	Sept 9th 1887	Chas E. Baylor of Lee County Va against L. D. Fullerton Curator of Chas Daugherty dec'd	Plff Debt



Debt Damages, interest and Costs

Decres for \$19.79. 91 with legal interest  
thereon from the 25<sup>th</sup> day of August  
1886 till paid and the costs C 144.60 c 25

Date of Credits.

A Copy-

Liste: C. J. J. Richmond & Co.



Chas E. Baylor -  
nj Copy Judgment

L. D. Fullerton Curator  
of Chas Daugherty,  
Dec 5 -

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Lien Docket No 2 -  
Page 168 -

C 25.05



New list of liens made pursuant to Decree of Circuit Court Entered March 15<sup>th</sup> 1894, which exist against the Real Estate of L. D. Fulkerson, to whom due, numbered as to their priorities, and on what land they exist &c

1<sup>st</sup> Specific  
lien

Paid  
July 15/95

For note executed to George W.

Gibson on the 1<sup>st</sup> Octo. 1887 for lands

purchased of him & Wm. H. Gibson

See note & chcy suit, for this sum

\$1879.52

Int, thereon to Octo. 2<sup>nd</sup> 1888

112.77

\$1992.29

1888. Octo 2<sup>nd</sup>

By this sum paid by O. C. T. Richmond

996.15

To Int on \$939.76-1/2 prin to Octo 1<sup>st</sup> 1889

\$996.14

56.38

\$1052.52

By this sum paid by L. D. Fulkerson " "

112.76

\$939.76

To Int on this sum to June 1<sup>st</sup> 1894

263.13

" Total prin & Int. due Gibson " "

\$1202.89

Add Costs of chcy suit (day)

75.11 \$1278.00

To Chas. E. Baylon for

Decree of the circuit court of Lee

County Sept 3<sup>rd</sup> 1887, for this sum

\$1979.91

" Int. from Aug. 25<sup>th</sup> 1886 to June 1<sup>st</sup> 1894

922.63

\$2902.54

By credit Sept 1<sup>st</sup> 1889

90.00

\$2812.54

Add Costs of suit (day)

80.00

" Costs on fi fa to C.

1.69 \$2894.23

To A. L. Pridemore for decree

Lee circuit court Sept. 3<sup>rd</sup> 1887 for

\$100.00

" Int from Jan. 25<sup>th</sup> 1887. to June 1<sup>st</sup> 1894

44.10

Add costs on fi fa to C

2.57 \$146.67

amount liens forward

\$4318.90

2 x 1

Paid

2 x 2



1894  
June 1st

To sum amount debits brought over		\$4318.90
" A. Edmondson Guardian for all the heirs of H.W. Edmondson as shown by decree of the circuit Sept. 3 <sup>rd</sup> 1887. this sum see also fi fa		\$414.79
2 x 3	Int. from Jan'y. 25 <sup>th</sup> 1887 to Sept 8 <sup>th</sup> 1887	15.34
	By this sum paid, <sup>C. J. Duncan</sup> Sept 8 <sup>th</sup> 1887	\$430.13
Jan. 15/96 \$337.60	Int on bal to May 7 <sup>th</sup> 1888	75.00
	By this sum paid C. J. Duncan May 7 <sup>th</sup> 1888	\$355.13
	Int to May 28 <sup>th</sup> 1888	14.20
	By credit on fi fa May 28 <sup>th</sup> 1888	\$369.33
	To Int. on bal. to June 1 <sup>st</sup> 1894...	26.00
		\$343.33
	Add Costs on fi fa to clerk	1.20
		\$344.53
	To A. Edmondson Guardian for Mary F.; Chas. E.; and W. F. Edm ondson for like decree Sept. 3 <sup>rd</sup> 1887	116.54
		\$227.99
	So Int from Aug. 25 <sup>th</sup> 1886 to May 26 <sup>th</sup> 1888.	82.19
	By credit May 26 <sup>th</sup> 1888. ...	5 21
2 x 4	So Int from May 26 <sup>th</sup> 1888 to June 1 <sup>st</sup> 1894	\$315.39
	" Add costs issuing fi fas	
2 x 5	To the Bays Children for like decree this sum	\$192.22
	Int from Aug. 25 <sup>th</sup> 1886 to June 1 <sup>st</sup> 1894	19.13
Paid	Add costs issuing fi fas to clerk	\$211.35
		68.05
2 x 6	So Int from Aug. 25 <sup>th</sup> 1886 to June 1 <sup>st</sup> 1894	\$143.30
		51.70
H. Paid	To Emma Harbor for like decree rendered Sept. 3 <sup>rd</sup> 1887. for	3 45
	" Int from Aug. 25 <sup>th</sup> 1886 to June 1 <sup>st</sup> 1894	\$198.45
	Add Costs issuing fi fa to clerk	
		\$3.02
	So Int from Aug. 25 <sup>th</sup> 1886 to June 1 <sup>st</sup> 1894	14.92
		1.69
	Add Costs issuing fi fa to clerk	\$48.63
	So Emma Harbor for like decree rendered Sept. 3 <sup>rd</sup> 1887. for	38.44
	" Int from Aug. 25 <sup>th</sup> 1886 to June 1 <sup>st</sup> 1894	17.90
	Add Costs issuing fi fa to clerk	1.69
	Total liens forward	\$58.03
		\$4939.40



1894  
June 1<sup>st</sup>

Paid

277

To this amount liens brought over \$4939.40

To the heirs of Elizabeth Green

(now assigned to J. D. Morganstad)

for like decree as of Sept 3<sup>rd</sup> 1887 \$192.22

Int from Aug. 25<sup>th</sup> 1886 to June 1<sup>st</sup> 1894 89.57

Add Costs Issuing fi fa to C 1.69 \$283.48

To A. L. Pridemore for decree  
of the circuit court April 7<sup>th</sup> 1888

See chcy O.B. 141. lien docket 176-- \$105.00

Int thereon from Jan 1<sup>st</sup> 1881 to June 1<sup>st</sup> 1894 84.52

Add Costs H.C. 9.55 - G.A. 25.00 Comp 30.00 44.55 \$234.07

For cost of chancery suit in  
favor of Officers of the court,  
as shown by decree entered

Sept. 5<sup>th</sup> 1889, O.B. 225, 647. bal

fees unpaid Hyatt clerk & court \$76.60 \$76.60

To the Citizens Bank and  
Trust Co. for Judgment of

Lee circuit court Octo 12<sup>th</sup> 1892 -- \$477.40

Int on \$434.00 thereof from May 2<sup>nd</sup> 1892 to June 1<sup>st</sup> 1894 59.67

" " \$43.40 residue Octo 12<sup>th</sup> 1892 " " 2.60

Add Costs of Law suit 7.54 \$547.21

To Eliza A. Taylor for Judgt. Lee  
circuit court March 6<sup>th</sup> 1893 \$432.00

" Int from May 22<sup>nd</sup> 1892 to June 1<sup>st</sup> 1894 53.13

Add Costs suit at law 8.04 \$493.17

Total purchase money & Judgt. liens \$6573.93

3<sup>rd</sup>  
See fi fa  
here filed  
marked 3

4<sup>th</sup>

5

6

Committed



# Special Statement No 1

1894.  
June 1<sup>st</sup>

To this sum Total amt liens in N.Y. \$6573.93

To Mrs. Jane Fulton Trustee  
for Judgt Lee circuit court  
L. D. Fulkerson & H. W. Bales

March 16<sup>th</sup> 1894 for \$575. 00

7 Int from Nov. 7<sup>th</sup> 1887 to Oct 13<sup>th</sup> 1888 22 20

Credit Oct 13<sup>th</sup> 1888 \$597. 20

To Int on bal to Feb. 14<sup>th</sup> 1889 \$547. 20

By this sum paid " " 43. 77

To Int on bal to Sept. 9<sup>th</sup> 1891 \$590. 97

By this sum paid " " 50. 00

To Int on bal. to June 1<sup>st</sup> 1894 \$540. 97

By this sum paid " " 50. 85

Add Costs at law 8 56 \$380 08

To Maggie J. Carnes for  
Judgt of Lee circuit court

7-8 March 16<sup>th</sup> 1894. vs L. D.

Fulkerson Survivor of  
himself & H. W. Bales for \$500. 00

To Int thereon from Sept 16<sup>th</sup> 1890 to June 1<sup>st</sup> 1894 111 25

Add Costs at law 7 96 \$619 21

Grand Total purchase  
money & Judgt liens up  
to June 1<sup>st</sup> 1894. \$7573.22



1894

Bartons

Chan. D.

645

\* 3324

890<sup>a</sup> 921

1 June 11<sup>th</sup> The 5<sup>th</sup> lien, the judgment in favor of the Citizens Bank & Trust Co, is excepted to because not proven.

6<sup>th</sup> lien is excepted to for the same reasons

2 Because, the deed of trust in need to secure the Bank of Shawnee and the securities & endorses of L. D. Fulkerson to it, is not reported or shown, and by the report it is admitted that lien is superior to several judgments herein reported viz: That of Eliza A. Taylor and all after her judgment.

3. Because there is no affidavit by the judgment creditors, of the amount due them and that said judgments have not been paid. And this is wanting in the Gibson judgment as well. The report shows the fact that Fulkerson was not before the Court, and it was well known to the Court that he was so sick he could not attend, and such affidavits were necessary as proof of non payment, and the Court.

Item 2 & 3 in list X.3. are excepted to because not proven. and are doubtful. See report page 4

~~§~~

AL Prosser for the  
Bartons named on statement  
X.3. above his exceptions

In

Statement

"C"



Chas. E. Baylen

vs

L. D. Fulkerson  
and

Geo. W. Giles

New list  
vs  
liens

L. D. Fulkerson

X. Y.

\$6573.93 June 1<sup>st</sup> 1894.

Elect Trust to Baylen  
Shawnee not listed

No 1 \$6573.93  
\$999.29 Specimen

\$7573.22

4 Because there are, two judgements  
rendered against, L. D. Fulkerson  
in favor of the, Bank of Cumberland  
Land Gap, not reported, and, the  
Bank of Cumberland Co consists  
on Bayler lien, being shifted on  
to the rail road land, in which  
it is a lien and leave it, to  
go on its other & only security,  
it has against Fulkerson;  
June 1<sup>st</sup> 1894 Attest  
att'y for Bank of  
Cumberland Gap.



Know all men by these presents. That  
we W<sup>m</sup> F + George W Gibson of the County  
Lee and State of Virginia are held and  
firmly bound unto L F Tuckerson & H C J  
Richmond of the said County and State  
in the full sum of Ten thousand  
dollars lawful money of the United  
States to ~~them~~ be paid to the said  
Tuckerson & Richmonds their heirs and  
Assigns. Witness Our hands and seals.  
The condition of the above obligation  
is such that whereas the said Gibsons  
have sold unto the said Tuckerson & Richmond  
a certain tract or parcels of land to wit  
(for Five thousand dollars - note having  
been executed by the purchasers for said  
purchase price of said land) to wit;  
all the land James F & W<sup>m</sup> F Gibson purchased  
of David & Cotrell & wife. Aforen Survey apart  
for W<sup>m</sup> Ball, Hein and the <sup>lands</sup> ~~interest~~ they have  
in the 7/8 acre Survey of Samuel H Emig<sup>Hein</sup>  
Now if the above bound Gibsons shall  
make a lawful deed of Warranty to  
said Tuckerson & Richmonds when the purchase  
money is fully paid by them, then the above  
obligation to be void, otherwise to remain  
in full force and virtue - we will  
give possession of the land 1<sup>st</sup>  
March 1878 - W<sup>m</sup> F Gibson (Seal)  
Sept<sup>r</sup> 1877 - George W Gibson (Seal)



Wm F & G. W. Gibb

Tit Co.

Bond

L. S. Tucker

&

McC. Johnson



Know all men by these presents,  
that we, Wm. F. & George W. Gibson  
of the County of Lee and State  
of Virginia are held and firm-  
ly bound unto L. D. Fulkerson  
and O. C. T. Richmond of the  
said County & State in the  
full sum of Ten thousand  
Dollars lawful money of the  
United to be paid to be paid  
to the said Fulkerson & Richmond  
their heirs and assigns, witness  
our hands and seals.

The Condition of the above  
obligation is such that whereas  
the said Gibsons have sold unto  
the said Fulkerson & Richmond a  
certain tract or parcel of land (for  
five thousand dollars notes having  
been executed by the purchasers for  
said purchase price of said land)  
to wit: all the lands James F. & Wm. F.  
Gibson purchased of David C. Catlett &  
wife Andrew Susong agent for  
Wm. Ball's heirs and the lands  
they have in the 75 acre Survey  
of Samuel Ewing deed.

Now if the above bound  
Gibsons shall make a lawful



deed of warranty to said  
 Fulkerson & Richmond  
 when the purchase money  
 is fully paid by them. &  
 then the above obligation  
 to be void, otherwise to  
 remain in full force and  
 virtue - we will give  
 possession of the lands  
 1<sup>st</sup> March 1878

Sept 1<sup>st</sup> 1877

W. F. Gibson *Geo*  
 George W. Gibson *Geo*

A Copy  
 Leste J. A. Hyatt *C*

Richmond & Fulkerson  
 Copy of  
 and  
 Geo. W. Gibson

13.62  
 390.00  
 403.62  
 25  
 378.62



Know all men by these presents that we, the Louisville and Nashville Railroad Company, a corporation doing business in Virginia, C. T. Duncan & L. T. Hyatt

and H. C. Joslyn

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of six thousand dollars, for the payment of which well and truly to be made, we bind ourselves, successors and heirs, firmly by these presents, and as to this obligation we, the said C. T. Duncan & L. T. Hyatt  
and H. C. Joslyn waive the benefit of our homestead exemptions. Witness our hands and seals, this the 15th day of November 1894.

The condition of the above obligation is such that where~~as~~ as, the said Louisville and Nashville Railroad Company has this day filed a petition in the Chancery causes of George W. Gibson vs H.C.T. Richmond et als, and Chas, E. Baylor vs. L.D. Fulkerson et als., asking that the sale of lands made by E.W. Pennington, Special Commissioner, on the 15th day of October, 1894, pursuant to a decree theretofore entered in said causes, be set aside, and a re-sale of the same be ordered, and agreeing at said resale to cause said lands so sold by the said ~~X~~ E.W. Pennington, Commissioner as aforesaid, to bring the sum of \$4100.00. Now if at a resale of said lands, pursuant to a decree this day entered ~~in~~ said cause, if said Louisville and Nashville Railroad Company causes said land to sell for the sum of \$4100.00, then this obligation to be void, otherwise to remain in full force and virtue.

Louisville & Nashville

Railroad Company (Seal)

C. T. Duncan (Seal)

L. T. Hyatt (Seal)

H. C. Joslyn (Seal)

\_\_\_\_\_ (Seal)

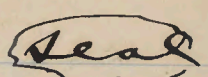
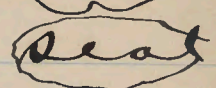
\_\_\_\_\_ (Seal)



\$144.34

October 15<sup>th</sup> 1894

One year after date we promise  
and bind ourselves to pay E.  
W. Pennington corner in the Chan-  
cery cause of Geo. W. Gibson  
vs. S. D. Fulkerson et al and to E.  
Baylor vs same debt. Fulkerson  
the sum of One Thousand  
One Hundred and forty-four  
dollars and ~~34~~ thirty-four  
cents. And as to this debt  
we hereby waive the benefit  
of the Homestead Law.  
And this note shall bear  
interest from date. Witnesses  
the following signatures  
and seals, this Oct. 15<sup>th</sup> 1894

Chas E Baylor   
B. F. Kinsaid 



\$1144.33

October, 15<sup>th</sup> 1894.

Two years after date with  
interest from date we bind  
ourselves to pay E. W. Huntington  
Comor in the Chancery Cause  
of L. W. Gibson vs. L. D. Fulkerson  
\$ Eleven Hundred and forty-  
four dollars and 33 Cents. And  
as to this debt we hereby  
waive the benefit of the  
Homestead Law. Witness  
our hand & seal this Oct.  
15<sup>th</sup> 1894.

Chas E. Baylors

B. F. Kincaid

Seal  
Seal  
Seal

Am't. of purchase bid \$36.50<sup>00</sup>  
Costs

217.00

3 13433.00

\$1144.33<sup>13</sup>



X1144. 3P

October, 15th 1894.

Three years after date  
with interest from date we  
bind ourselves to pay E.  
H. Pennington Comr. in the  
Chancery Cause of Gen.  
Th. Gibson vs. Ed. Fulkerson  
Eleven hundred and  
forty-four dollars and  
33 cts. And as to this  
debt we hereby waive  
the benefit of the homestead  
Law. Witness our hands  
and seals this 15th  
day of Oct. 1894.

Chas. B. Gaylor

B. F. Kinsaid

Seal  
Seal  
Seal



8114.19

3	4	3	2	99
	2	1	7	11
2	6	5	0	00



Charles E. Baylor

v (Exceptions to  
L. D. Fulkerson's report  
Filed June 1893

- 1 Because it is a very various debt, secured by deed of Trust executed to John R. Gibson Trustee, a copy of which is on file - When the deed does not fall due until Jan 1 1894 - and shows that on its face -
- 2 Because the following notes, executed by the parties mentioned, have each a credit of the interest thereon due - endorsed on said notes and which the Court does not notice.

Note for the sum of \$214.65 due paid July 1 1893

" " " " " 500.00 " " " "

" " " " " 200.00 " " " "

" " " " " 150.00 " " " "

" " " " " 600.00 " " " "

Total - - - - - 1664.65

For an average of 6 mos or more amount to say \$500.00

- 3 Because the foregoing notes, have each and all been sued on at law, and the suits are now pending on the law side thereof in docket of present term.

- 4 Because by a decree of this Hon Court rendered ~~Sept~~ April 7 1888 - There is a decree in favor of A. H. Ordernere, against Fulkerson as Curator of Charles Daugherty's estate for \$105.00 and interest thereon from Jan 1 1881 not reported.

L. D. Fulkerson  
by A. L. P.

See for request  
8m 10m 13m 14m  
11m 12m 13m 14m  
See for request  
11m 12m 13m 14m



5. Because costs are allowed in the suit of George W. Gibson - at the time of filing his Bill March Rules 1892, - the Bill of Baylor was then pending and had been from Nov. Rules 1888, and the p<sup>er</sup>ff George W. Gibson could have accomplished his object by a mere petition in that suit. and because the costs ought in part to be paid by Gibson he must have filed his deed of conveyance properly until after answer.  
Nov. 9. 1893

A. R. P.

See 28 <sup>th</sup> Nov. 868

L. D. Fulkerson

acts & Exceptions  
to Court report.

Charles E. Baylor  
and George W. Gibson

Nov. 9. 1893



1 Chas. E. Baylor

2 vs

3 L.D. Fullerson et al,

4 And

5 George W. Gibson

6 vs

7 The same.

8 The report of John A. G. Hyatt, Comm-  
9 issioner filed in said Cases, on the 3<sup>d</sup>  
10 day of June 1893, is excepted to for the  
11 following reasons.

12 1<sup>st</sup> Because said Commissioner  
13 reports a debt ~~in~~ favor of the  
14 Bank of Shawnee, alleged to be  
15 secured by deed of trust upon said  
16 Fullerson's land. Said Bank is not  
17 a party to said suits, and is not <sup>seemingly</sup> ~~not~~  
18 enforce said deed of trust, <sup>if it could</sup>, and said  
19 debt is reported without the knowledge  
20 or consent of said Bank.

21 2<sup>d</sup>, Because said Bank has sued  
22 at law upon ~~affidavits~~ of the notes  
23 mentioned by said Commissioner.  
24 Said notes are negotiable, and  
25 the said bank are enforcing  
26 its rights against said Fullerson  
27 and his endorsers on said notes.  
28 The rights of said Bank, if any it  
29 has under said deed of trust were  
30 Conditional. Said conditions were  
31 not performed so as to establish ~~their~~ <sup>its</sup>  
32 rights, and said bank has proceeded



1 at law upon said notes.

2 A writing executed by the endorser  
3 of said notes, and said deed of  
4 trust herewith exhibited to the Court,  
5 and other proof which said Bank  
6 is ready to produce will show these  
7 facts.

8 Nov, 14<sup>th</sup> 1893.

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D. H. Sewell  
Atty for said Bank

E. W. Pennington

~~Attest~~  
Exceptions to  
Report

(Bath)



# The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

*L. R. Tulkerson,  
H. C. T. Richmond, Wm. F. Gibson  
and George Gibson*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday  
in *November* next, being rule day to answer a bill in Chancery exhibited in our said Court  
against *them*

by

*Charles E. Baylon*

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *30<sup>th</sup>* day of *October* 18*88*, in the 11<sup>*3*</sup> year of the Commonwealth.

*J. A. G. Hyatt* Clerk.

A Copy Teste

*4 copies*



L. E. Baylor

VS

L. D. Falkner  
+ H. J. Richmond

---

Exchanged in full  
Nov 1st 1888

E. S. Bishop Deputy  
for R. D. Flanary  
S. L. C.



# The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

*L. D. Fulkerson*

*and H. C. T. Richmond*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday  
in *March* next, being rule day to answer a bill in Chancery exhibited in our said Court  
against *Thompson* by *George W. Gibson*

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *13<sup>th</sup>* day of *February* 18 *92*, in the 11 *6* year of the Commonwealth.

*J. A. G. Hyatt* Clerk.

A Copy Teste



(F. & L.)

George W. Gibson

vs L. D. Fulkerson et al

L. D. Fulkerson et al

To 1st March Rules 1892

Executed by deliver-  
ing an office copy

of within summons

of L. D. Fulkerson

and H. E. T. Richmond

This, Feb. 29. 1892.

J. A. Vanderwerker.

L. D. Fulkerson

ary S. L. L.

To appear at the Clerk's Office  
next, being rule day, and to be  
advised of the result of the  
proceedings in our said Court  
on the first Monday  
in the month of March  
next, at 10 o'clock, A.M.  
at the Court House in the  
City of New York, in the  
County of New York, in the  
State of New York, in the  
case of L. D. Fulkerson  
vs. H. E. T. Richmond  
and J. A. Vanderwerker.

A Copy Teste



# The Commonwaaith of Virginia.

TO THE SHERIFF OF LEE COUNTY GREETING:

We Command You to Summon

*L. D. Fulkerson*  
*and H. C. S. Richmond*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday in  
*October* next, being rule day to answer <sup>*an amended*</sup> a bill in Chancery exhibited in our said Court against  
*them* by.....

*George W. Gibson*

And have then and there this writ Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse. This... *20<sup>th</sup>*  
day of *Sept.* 18 *92* in the 11<sup>7</sup> year of the Commonwealth.

A Copy Teste

*J. A. G. Hyatt* Clerk.  
*J. A. G. Hyatt*



(Dues)

Geo. W. Gibson

3 Spd in chag

vs 3 on amended Bill

L. D. Fulkerson et al

Lo 1st Octo. Rules 1892

Executed by de

livering our office

copy of within sums.

to L. D. Fulkerson

and H. C. T. Richmond

This Oct. 1st 1892.

J. A. Vandewater

Sept. for C. C.  
Flanary S. C. C.



E. Baylon  
s. Bill in Chancery

L. D. Fulkerson & others



11.  
royal  
as } See Chamber  
C. S. Fulkerson et al.

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Novr Term 1897 Decree  
final See Chas. O. B.  
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